

THE Hongkong Weekly Press

AND China Overland Trade Report.

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BIRTHS.

On 16th March, at Shanghai, the wife of E. O. CUMMING, of a son.
On 18th March, at Shanghai, the wife of ARTHUR RUGH, of a daughter.
On 20th March, at "The Hut," Castle Road, Hongkong, the wife of C. E. OSMUND, of a daughter.

DEATHS.

On 15th March, at Shanghai, CLARENCE EUGENE FISKE, aged 43 years.
On 16th March, at Shanghai, A. NELSEN, Upper Yangtze Pilot, aged 45 years.
On 17th March, at Po 'ung Shanghai, ALEXANDER CHARLES WILLIAM MARSHALL, aged 12 months.

Hongkong Weekly Press.

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ARRIVAL OF MAILS.

The English Mail of the 24th February arrived per the s.s. *Simla*, yesterday, the 24th instant.

EPITOME OF THE WEEK.

The Tientsin Hotel des Colonies is paying a ten per cent dividend for 1904.

The famous Examination Hall at Peking is being rebuilt, at a cost of Tls 500,000.

A Chinaman was on March 22 sentenced to four months' imprisonment for passing counterfeit coin.

The West Kents have gone under canvas at Tientsin, owing to the occurrence of two or three cases of small-pox.

The American Senate is considering Secretary Hay's proposal to establish an American District Court at Shanghai.

The Taku Tug and Lighter Co. Ltd. has paid a final dividend for the year of three and a half per cent. The interim dividend was three per cent.

The appeal of Hall and Holtz Ltd. at Shanghai, against the verdict for one of their employees who had broken his agreement, has been withdrawn.

The Chinese Government has been petitioned by one of the Censors to cause workhouses to be instituted in the provinces. It is poverty, he thinks, which breeds robbers.

Tientsin has twenty government schools and colleges, on which about Tls. 162,000 are spent yearly. There are, in addition, seventeen private schools, costing annually about Tls. 15,000.

Mr. Frank Browne, the Government Analyst, on Feb. 23 delivered a very interesting lecture on "Radium" at the Union Church Literary Club. He exhibited specimens, and demonstrated his remarks by experiments. Dr. Thomson was in the chair.

The *Manila Cablenews* prints a long story about an American in New York who holds the commission of "major" in the Chinese army, and who is busily engaged in drilling Chinese over there. His "pupils" are being sent back to China as drill instructors for the "big army on western lines" which China is trying to raise.

A posthumous letter of William N. Pethick, secretary to Viceroy Li, a man who knew the Chinese intimately, after twenty seven years among them, has just been published. Incidentally, it describes Arthur Smith's "Chinese Characteristics" as "at once the most amusing and the most misleading of all the books ever written by foreigners upon China."

The much discussed and about to be expropriated Tanjong Pagar docks at Singapore have \$1,176,851.25 to distribute as the result of last half-year's working. The shareholders are to receive a dividend at the rate of \$2.1 per share for the half-year. \$30,000 goes to reserve against bad or doubtful debts, \$200,205.73 is written off as depreciation; and the balance of \$206,645.52 it is proposed to carry forward.

At the annual meeting on March 14th of the shareholders in the Shanghai Horse Bazaar Co., Ltd., the Chairman (Mr. A. W. Burkill) was able to comment on a year which had been prosperous under difficulties. The last mortgage has been paid off, the building improvements have been carried out and paid for from working capital, and the directors were able to recommend a dividend of ten per cent, with a bonus of two per cent added.

The *Japan Chronicle* says:—The announcement, wired by Reuter, that Mr. Miller had been appointed United States Consul-General at Yokohama was, according to the local Press, received with considerable surprise at the northern port. Mr. E. C. Bellows, present Consul-General, stated in reply to inquiries that he knew nothing about the matter, having received no official notification of any change. The American Asiatic Association on the 9th instant dispatched to President Roosevelt the following telegram:—Reuter reports that Consul-General Bellows has been superseded. If true, the fact will occasion universal regret here.

It is rather late now to refer to the Japanese treatment of foreign war correspondents, but a private letter received on March 20 at Hongkong revives the subject in a remarkable manner. The writer states that Baron Komura, in conversation with him in 1902 (or two years before the war) spoke to him of the mistakes irresponsible correspondents had been allowed to make in South Africa; and said then that in the event of war, Japan would take steps to discourage anything of the kind in her own case.

The death is announced of Mr. Arthur H. White, late Deputy Consul-General and Deputy Postal Agent for America at Shanghai, which occurred suddenly on the 21st February at San Francisco. Mr. White retired last year from his post at the American Consulate, setting up in private legal practice. He was born at Hudson, New York in 1873 and came to Shanghai eight years ago. He had gone to America to make arrangements in connection with a large trading concern to operate in China with headquarters in Shanghai, and had carried them through to a successful issue when death overtook him so suddenly. Mr. White, says the *N.C. Daily News*, will be much missed in American and Masonic circles there.

At the officers' room at the Shanghai Town Hall on March 14th Major Watson, on behalf of the officers of the S.V.C., presented to Major Wedemeyer, a very handsome Japanese bowl in recognition of his long services to the Corps, dating back from 1888. In making the presentation Major Watson recalled that Major Wedemeyer had commanded the Light Horse, been Corps Adjutant, and finally Staff Officer. His record was one to serve as an example to the young men of Shanghai, and his fellow officers hoped that the bowl would be a slight reminder to Mrs. Wedemeyer and himself of their associations with the Shanghai Volunteers. They wished them both every happiness and prosperity at Foochow. Major Wedemeyer, reports the *N.-C. Daily News*, made a happy little speech of thanks and said it was something of a wrench to leave Shanghai after a residence there of eighteen years. The bowl would always be cherished as a reminder of the friends who had given it.

If such a disaster as the break up of China is ever to befall the middle Kingdom, then, from the signs to be gleaned in the interior, Japan intends to have a big piece. An inland correspondent of our Shanghai contemporary was talking lately with a Customs Officer stationed in one of the gorges and he remarked on the increased numbers of Japanese now travelling West. He compared them with the Europeans who also pass his station in numbers, but who mostly pass their time in loafing and overfeeding. Each Japanese seemed to be there on some secret mission. They professed to know no English, although he found out afterwards they did; and each one made constant and busy use of a sketch book, marking in the rocks and the contour of the river in the gorges. A Japanese officer lately on the run here has left for home, but gave out he would soon be returning to spend two whole years up and down the gorges at all waters, in order to get a more accurate and scientific survey of the river than any foreigner had made in the past. Japan seems to have ceased long ago learning Western ways, and is now far wiser and better than her teachers.

THE CHINESE SERVANT.

(Daily Press, 21st March.)

Home papers of the frivolous, chatterbox kind continue to discuss the somewhat stale suggestion that the "servant question" at Home might be answered by the importation of Chinese servants. In England the Board School and the penny novelette have made the good domestic servant of two or three generations ago a *rara avis*. Offices, factories, early (and unhappy) marriages—all these catch the "sweet sixteen" of the humbler orders; but for her, domestic service has no attractions. On the contrary, it repels. Governesses there are by hundreds; also teachers of alleged music; but very few housemaids or cooks. Governesses and pretty teachers marry Earls—in the novelette; but there is no record of a housemaid becoming a titled lady. This may have something to do with it. Whether the numbers of domestic servants who do exist are as bad as their mistresses make out, we do not know. Mistresses are human, and humanity is prone to little worries all the world over. Still, we have no doubt that Board Schools, and the novelette, have brought about a certain deterioration in the species. In talking of employing the Chinese "boy," however, these good people know not what they do. They would leap from a merely uncomfortable frying-pan into blazing torments of the most lurid description. It is our duty to state, once and for all, here and now, that the Chinese "boy" is a horror. As a Chancellor of the Exchequer, we could imagine him bettering Mr. AUSTEN CHAMBERLAIN'S best. As a financier in the City, we could conceive of him as making his mark in some sort. As a cashier in a big and busy store, he might do well, particularly for himself. As a prosperous pirate, likely to let his victims know the worst at once, his success in life would seem to us to be assured; and he would, to a not too æsthetic eye, make a becoming tassel to a fairly long and strong rope. As a house servant, or even as a hotel servant, he is out of place. He is never so much in the way, either, as when he is out of place; but that is, of course, a too facetious reference to his habit of quartering himself with some other hospitable "boy" who is not yet out of a place. There are, we believe, human beings going about the world who say that the China "boy" is a good servant. The most charitable construction seems to be the usual one of temporary insanity. He is not a good servant. He is about the worst that could possibly be imagined. He is dishonest, he is lazy, he is dirty, he is impudent, he is incredibly cunning. The best of his kind is the one to watch, and swear at, and dismiss, and mourn for, and invite back again, to make you pay, you may be sure, through the nose for your temporary attack of self-assertion. He is capable of the meanest and most maddening revenges. If he be prevented from "squeezing" on the table decorations, he will see to it that none but withered or damaged flowers appear on the table. It is on record that, being prevented from exacting a commission on the kitchen vegetables, he deliberately soiled and made unsavoury all that came to table. Save where an energetic mistress is in the habit of cheyving him about his work, the removal of almost any light article of furniture will disclose the dust of ages behind it. He breaks things, sticks them together temporarily with soap and a bit of string, and when the damage is ultimately discovered, he has "no savvy," or concludes

that the boy who was there before him must have done it. To treat him with kindness, as a human being, is a confession of weakness which he is prompt to take advantage of. To treat him otherwise is to invite all sorts of reprisals, including the very awkward boycott, the organisation and working of which he thoroughly understands; while in Hongkong, to administer the corporal chastisement that he would assuredly get in Shanghai, is to incur the certainty of magisterial intervention and unpleasant notoriety. All those who boast possession of a good "boy" speak truthfully, with reservations. They shut their eyes to much, and they pay very high rates indeed for his "goodness." Others who speak highly of him, globetrotters and the like, know nothing about him; and especially are they ignorant of what he thinks and says of them, else would their chorus of praise cease with ludicrous rapidity. There may be other bad servants in the world. There doubtless are. But that there are any to equal the Chinese house-boy, for general depravity and allround worthlessness, at any rate as he exists in Hongkong, is too much to ask us to believe. He is one of those objectionable creatures in whom it is hopeless to look for reform, compulsory or voluntary. The only conceivable way to improve him would be, as MARK TWAIN might say, with a club—a big, hard, heavy club, with jagged spikes on the knobby end of it.

CHINESE MINING REGULATIONS.

(Daily Press 22nd March.)

"It is in the exploitation of her mineral resources that one might look for a great improvement in China's material condition." These were the words opening a particularly interesting part of Mr. BYRON BRENNAN'S recent lecture to the Society of Arts, a part which we do not remember to have seen quoted or commented upon by the Home papers coming under our notice. The fact that many people in England have lately been expressing alarm at the approaching exhaustion of the British coalfields lends additional importance to the statement that in China there lies, practically untouched, sufficient coal to supply the whole world for three thousand years. Practically untouched, we have said; and should add that only lately have a few foreigners been permitted to make proper excavations, chiefly in territories described as their spheres of influence. The native method has been simply to scrape away the more obvious outcrops, and the annual import of coal into China is put at 1,400,000 tons, costing about £1,000,000. In coal mining, then, Mr. BRENNAN sees greater attractions for the employment of British capital. He has also a careful eye for the improvement in the condition of the people that would result from the opening of coal mines on a large and profitable scale. Unfortunately, before British capital can be so invested, there will have to be another of the big fights with Chinese official obtuseness, for the adequate revision of the mining regulations, promised by China in the new Commercial Treaty following the events of 1900, has not been effected. China then undertook, "with all expedition and earnestness," to study the mining regulations in force in Great Britain, India, and elsewhere, with a view to adopting such as would "offer no impediment to the attraction of foreign capital," and promote at the same time the interests of Chinese subjects. The only sets of mining regulations published during the two years following that treaty are distinctly discouraging to the chances of foreign

enterprise in this direction. They provide that Chinese must retain a controlling interest in any company formed, and licences are issued for only thirty years, applicable to areas of not more than ten square miles, while the royalty of five per cent. on all coal extracted is almost prohibitive to those contemplating the development of a new mine which may, or may not, prove to be a profitable one. Mr. BRENNAN has already confirmed our impression that the Chinese official regard for the welfare of the people is a negligible quantity; and while the promised revised regulations are still to come, it is small wonder if prospective enterprisers estimate them on the basis of those already quoted, and refuse to invest either capital or labour under such shadowy conditions and unpromising auguries. Meanwhile, while this obstructive spirit at headquarters continues, the Chinese provincial authorities are continuing a course of action which must inevitably embarrass all future movements to make China more prosperous. Actuated as much by political as financial ambition, various concessionaires are reported to have obtained exclusive mining rights over huge areas which they will never be able adequately to develop. These huge slices, embracing both fat and lean mining land, if their grant be confirmed, will not be developed in the way that China herself, if wise, would wish them, while their non-availability would be a further discouragement to the bona-fide enterprisers who may confidently be expected to come forward whenever the terms of the new commercial treaty are honestly fulfilled. Mr. BRENNAN suggests that the attention of the Chinese Government should be at once drawn to the proceedings of the provincial governors; and while it may do no good, some such action is certainly desirable on the part of the British representative at Peking.

ENGLISH AND RUSSIAN VIEWS OF CONTRABAND.

(Daily Press, 23rd March.)

Echoes of a controversy that Lord LANSDOWNE described as "protracted and anxious" reach us with the White Book that was presented to Parliament when it opened in February last. It contains the correspondence, respecting contraband of war, which passed between Great Britain and the two Powers at war, the bulk of it being with Russia. It all hinged, of course, on the famous St. Petersburg proclamation of 14th February, 1904, which the Tsar was graciously pleased to endorse "let it be so." In May, the addition of raw cotton to the Russian list of contrabands was explained on the ground that it was impossible to distinguish between the cotton imported for innocent purposes and cotton to be used in the manufacture of explosives; but, our representative was assured, "there was no intention of introducing a new doctrine of contraband of war." A letter received by Lord LANSDOWNE on June 13th shows how Count LAMSDORFF entertained the opinion that "in the absence of any international decision as to what was, or was not, contraband of war, it appeared to be within the power of a belligerent to arbitrarily decide what articles were to be so considered." By August 10th, after the incidents in the Red Sea, Lord LANSDOWNE was writing in accordance with the "utmost gravity" of the situation, and suggesting that unless the Russian naval authorities were restrained, Russia's liability (to compensation) might assume "enormous dimensions," and that it would soon be impossible for Great Britain "to rest content with the

prospect of obtaining pecuniary compensation for the sufferers." It was to be made clear that should Russia continue that course, "His Majesty's Government will be constrained to take such precautions as may seem to them desirable and sufficient for the protection of their commerce." He reminded Russia that the treatment of coal as unconditionally contraband was inconsistent with their peremptory and categorical refusal (at Berlin in 1884) to imply the recognition of coal as contraband. It was impossible for Great Britain to admit the new Russian doctrine. Towards the end of August there was the idea that British ships were being discriminated against. Count LAMSDORFF "warmly repudiated" that idea, and suggested that it had arisen from the fact that the Volunteer cruisers met more British ships than others, "which is easily explained when one considers the great numerical superiority of the British commercial fleet over those of other countries." This explanation, it will be remembered, was accepted; but the thought still arises that it had a family resemblance to the retort of the rude man in the omnibus, who, hearing a complaint from another whose toes he had trodden on, remarked upon the bigness of some people's feet. On September 22nd, when things were beginning to calm down, Count LAMSDORFF said, in effect, that his naval men had been ordered to be discreet, but "he gave no indication of yielding on the question of principle." He held that "it was permissible for the Russian Government to change their views since 1884"; and that "at the commencement of a war every belligerent had hitherto exercised the right of announcing what would be considered as contraband of war, and the list of such articles necessarily varied with the resources of the adversary." So much for the stability of international law. Count LAMSDORFF strongly urged that these matters should be discussed "with calmness and moderation," which sounds quite feminine—the sort of thing a wife says when, in an argument with her husband, she is in the wrong. Subsequently, the Russian Government gave way with regard to rice and provisions, admitting them to be only conditionally contraband; and this is the only British diplomatic victory apparent in this official record. That there was a greater result of all this correspondence, in point of fact, is sufficiently shown by the cessation of the incidents which gave occasion for it. Having admitted the principle of conditional contraband, it should be less difficult to convince Russia and others, at any future time, that coal and cotton cannot logically be excluded from that category. The great bulk of raw cotton sent from India to Japan could not be absolute contraband, in face of the microscopic proportion of it that could possibly be needed for the manufacture of war material. Coal is capable of a like demonstration. Enormous cargoes are regularly sent to Russia and Japan in time of peace. Japan, by the way, declared coal, *inter alia*, to be contraband "when destined for the enemy's . . . navy, . . . or in cases where . . . there is reason to believe, from the circumstances of the place of destination, that they are intended for the use of the naval . . . forces of the enemy." Seeing that Russia no longer has a navy in the Far East, and considering "the circumstances of the place of destination," ought the Japanese to continue seizing coal ships at the rate they have been doing lately? All this coal can no longer be regarded as "solely for use in war," since there is no longer any naval war, and none likely to occur. If Japan could be induced

to take this view, shippers would rejoice; but it is not very likely to appear to the Tokyo authorities in that light. While the war lasts, insurance premiums must be paid. It has been pointed out, however, that the Japanese position would have been more regular had they officially declared Vladivostock to be under blockade.

AMERICAN IDEALS IN THE PHILIPPINES.

(Daily Press, 24th March.)

The concluding essay by Mr. ALLEYNE IRELAND on American Administration in the Philippines, which we reproduced in extenso from the *Times*, must have proved stimulating to those of our readers who gave it a careful reading. Human nature is such that some American readers might be tempted to pooh-pooh all his arguments because of one or two unpalatable references; while, on the other hand, some British readers might seize upon certain of the odorous comparisons, and smile complacently without taking the trouble to consider how far-reaching are some of Mr. IRELAND'S postulates and conclusions. The *Times*, while not endorsing all that its able correspondent wrote, has given him credit for ability and impartiality, and in referring to the trenchant character of his Philippine article, remarks: "The circumstances in which he is writing should be remembered. There is a special reason why he should treat this question with even more than his wonted impartiality and candour. Mr. IRELAND holds his commission to investigate these colonial problems from an American body, the Chicago University. In the case of the Philippines he is appealing directly to an American audience, which, as having empowered him to undertake these studies, he would wish above all others to be placed in possession of the truth." Whether the man be mistaken or not, we see no great reason for all these apologetics. Americans are not too thin-skinned to hear adverse criticism, and their own Government has certainly done much to obtain accurate information as to the state of things in these neighbouring islands. Our British readers will not be too unbearably complacent because of Mr. IRELAND'S kind comparisons, for some of them have not yet forgotten his unsparing criticism of the administration of Hongkong. There seems to be some doubt as to how to take his remark that "the native of the tropics is not susceptible to the political and administrative ideals of our so-called Western civilization." We take it that Mr. IRELAND does not mean that the tropical aborigine is susceptible to no political or administrative ideals; yet that seems to be the contention against which our correspondent's arguments are directed. It does not seem to us that Western ideals can ever be effectively or usefully thrust, *holus bolus*, into the mind of the East; but their influence, under modification, is apparent enough in experience. There are certain ideals which men of different colours, different zones, share in common, ideals that were invented by human necessity. It appears that in the early days the Polynesians were so convinced of the value of truth, and the common danger of deceit, that they slew any convicted liar. Thus one tropical people at least were susceptible to at least one Western ideal—too susceptible, we can imagine a missionary telling them, for the biblical fate of liars is too dreadful for our tenderhearted orthodoxy, in these days; and we regard it as only a figure of speech. Such things as "white lies" are accepted as every day necessities

of civilized life. It is sad to have to add that no man in the South Seas ever now attaches credence to the word of a 'converted' Kanaka, but there it is: civilization must continue its glorious march. Ideals are wonderful motors. It was a British ideal apotheosised that gave birth to the Great American Republic; and we will leave it to others to say if the ideal has been lost in the greatness. At all events, the same ideal seems to emerge in the Philippines, and to it must be credited one of the mistakes in American administration there that Mr. IRELAND tells us are being made. We do not think it such a mistake as would be made, for instance, if the Americans were to adopt Mr. IRELAND'S suggestion: that having decided to foist Western standards upon this Eastern race, Westerners should stay to continue the task of foisting, which, as others have found before them, is a somewhat Sisyphean one. The present American ideal that would grant self government would be sure subsequently to strike many Americans as having failed, but the failure would be more apparent than real. The original standards as received from the West would inevitably undergo much modification, but such part of them as are capable of adaptation by the East would stick. The only real mistake we should feel inclined to attribute to the Americans in the Philippines is that of trying to "hustle" the East; for its result is that the nerves of the "hustler" are the first to succumb. The old saying about the mills of the gods fits Nature, and the East which is Nature; and no amount of hurrying will educate the Filipinos up to Broadway and the Bowery, election campaigns, Tammany and trusts, in the twinkling of an eye. These blessings must come gradually. The "yellow press" may come first, springing, fungus like, from the free education that is being so lavishly spread by a well meaning Government; but the "all men equal" idea must have time to grow. It has to be remembered that much of the Western civilization and ideals introduced by Spain has stuck; and that somehow all Western ideals do not agree, any more than do the Orient and the Occident at times. Mr. IRELAND mentions "practical reasons that made it necessary to take that ideal (independence) from them." Ideals, whether impractical or not, create similar necessities. In the East, it is as with the pines of the Afforestation Department, to plant a young deal you have to cut down a strongly rooted old one, and it is a heart-rending process sometimes.

HONGKONG JOTTINGS.

21st March.

The *Minnesota*, the pioneer steamer of the Great Northern Co's service between Seattle and this coast of the Pacific, causes the man-in-the-street to again take note of the astonishing increase in recent years in the size of the steamers now entering the ports of the Far East. What a change has come over the character of our shipping during the last five years! This is especially noticeable in the ships that cross the Pacific. It brings home to us the expansion which is taking place in the trade of America with the Orient, and the commencement of a service of steamers like the *Minnesota* manifests the confidence felt on the other side of the Pacific in the possibilities of the development of trade in the immediate future. Not only have the San Francisco companies increased the tonnage of their vessels, and the great Northern Company excelled them in this respect, but the Canadian Pacific Company are also building new steamers for the trade. The man-in-the-street is inclined to wonder where all the freight is to come from for the homeward trips.

The crowds which flocked off on the launches on Saturday to view the *Minnesota* saw a great deal to marvel at in the arrangements made for the comfort and convenience of passengers, and the increasing size as well as the increasing number of steamers crossing the Pacific suggest a time when it will be as cheap to get to England via America as via the Suez Canal. We have seen great developments in recent years in the German steamship services to the Far East via the Suez Canal and we are having it made manifest to us at this season of the year how passengers struggle to book berths on the largest steamers. How long, I wonder, shall we have to wait before the P. and O. Company put some of their largest steamers on this run? Sir Thomas Sutherland a few months ago in a speech foreshadowed this, but there is no indication that they are coming this year.

It is satisfactory to learn from the annual report of the Superintendent of Police that during the year 1904 there was a very substantial decrease in the number of serious offences as compared with the number in the previous year. There is nothing in the Report suggesting an explanation of the decrease, but it is possibly due largely to the more peaceful and prosperous state of the neighbouring provinces, and also to the frequent use of the stocks as a form of punishment in cases of robbery and larceny.

The outcry against the increase in the price of butcher's meat in Hongkong does not seem to have had any marked effect except on the activities of the Dairy Farm Co. who have seized the opportunity to make known the possibilities of a great development of their frozen meat business. Noticing the remarks in the Hongkong papers on this subject, and particularly the references made to the example set by the foreign community of Kobe, the *Japan Chronicle* remarks:—"There is nothing like united individual action, and it is just possible that had there been a little more of it among foreign residents the cry would not be so loud at the present time concerning the increased cost of living all round." There was a time in the history of Hongkong when the community seized upon any excuse for a public indignation meeting, but the suggestion of such a thing now-a-days is regarded with absolute indifference. "The increased cost of living all round" is, to be sure, a theme on which any number of speeches could be made, and if we could get a little more of this "united individual action" it is just possible that the Government might be induced to consider the many ways in which they could assist the community in the matter. Reverting to the price of meat, it seems to be accepted as a sufficient excuse that the Chinese authorities of the neighbouring provinces have deemed it necessary to limit the export of cattle. But what is the Government doing to encourage the breeding of cattle in the New Territory which was so ardently advocated a few years ago? We have in Hongkong means of checking "squeeze piggin" in this connection which is denied to the foreign communities further north, if only we would use them.

Anent the "Musings in a Hongkong Chair" published a few days ago in the *Daily Press*, a question which must often suggest itself to those who muse in Hongkong Chairs, is: "Why do we call the queue a pig-tail?" Surely the queue is no more like the curly caudal appendage of the pig than it is like the horn of a buffalo. The explanation doubtless is that "pig-tail" is a description which has been passed down to us like a heirloom from our English forebears who came to China a century ago or more when the term "pig-tail" was in common use in England to describe the tonsorial mode of the day. The "tails" of our English forefathers were much shorter than are the queues of the Chinese, and therefore more nearly answered to the descriptive term "pig-tail." The Army was the first to abandon them in the beginning of the Nineteenth Century, but the Navy stuck to them until 1825, and their disappearance was then lamented in a pathetic ballad, the refrain of which ran:—

Oh, long shall poor old England
That unhappy day bewail, sir
That turned her tarts to croppies
And left Jack without his tail, sir!

BANYAN.

HONGKONG SANITARY BOARD.

A meeting of the Sanitary Board was held in the Board Room on March 21st. Dr. F. Clark (President) presided, and there were also present Hon. Mr. A. W. Brewin, Col. W. E. Webb, R.A.M.C., Mr. A. Rumjahn, Mr. Fung Wa Chun, Mr. Lau Chu Pak, Dr. H. Macfarlane, Dr. F. Gröne, Dr. Pearse, and Mr. T. A. Hammer (Secretary).

The minutes of the previous meeting were confirmed.

RE CEMETERY BYE-LAWS.

The Registrar General sent in the following minute:—"I beg to invite the attention of the Board to the Cemetery Bye-laws (p. 93 of Ord. 1 of 1903) and to suggest the amendment of Bye-laws A 4 and 7 and B 14 and 16. The bye-laws provide for the digging of graves to a depth of seven feet, and for the covering of the surface with chunam among other substances. The first provision causes unnecessary labour and expense in digging the grave, and is directly opposed to the teachings of sanitary science. The second provision is also unsanitary as the chunam forms an impervious covering. The bye-laws should in my opinion be amended by changing seven into five and by leaving out the word chunam. The undertaker's licences, a copy of which I attach, should be similarly altered by changing "not less than six English feet" into "not less than three English feet."

Dr. Clark minuted—I am not disposed to recommend the Board to amend the Cemetery Bye-laws on the lines indicated by the Hon. Registrar General. It must be borne in mind that cemetery bye-laws are framed primarily to preserve the purity of the atmosphere and not necessarily to secure the most speedy decomposition of the dead body. The burial of corpses close to the surface invariably leads to the contamination of the atmosphere by the gaseous and other products of decomposition, and this is especially liable to occur in cemeteries such as we have in this Colony—built on the side of a hill, so that a heavy rain storm may at any time move the layer of the surface soil, especially in recently filled graves, and expose the coffins if they are not buried at an adequate depth. Moreover, it is well known that the germs of a few diseases, such for instance as plague and typhoid fever, can live in the surface soil, and although the Government Bacteriologist has stated in his report on plague that plague bacilli have not yet been found in earth surrounding coffins containing plague corpses, yet this is hardly conclusive evidence in the present state of our knowledge concerning this disease, and although all recognised deaths from plague are interred in a special cemetery, yet it cannot be denied that a considerable percentage of unrecognised cases is interred in the general cemeteries. The model Bye-laws of the Local Government Board of England require every portion of the coffin containing an adult body to be not less than four feet below the surface of the surrounding ground, and allowing for the extra depth of a Chinese coffin, and allowing a margin of error in the measurement made by the Chinese sexton, there is not much difference between our bye-laws and the regulations in force at home. The undertaker's licence might be altered from six English feet to five English feet, as an allowance of one foot only, for the extreme depth of a Chinese coffin is considerably below the average. With regard to the question of chunam, the bye-law specifies "turf or chunam or other material approved by the Board" and as chunam is hardly ever used now-a-days for this purpose, except for the repair of the large Chinese graves which are no longer allowed in the cemeteries owing to the exigencies of space, it is hardly worth while to amend a bye-law in this respect, especially as, with the exception of the Tung Wah Hospital Cemetery at Kai Lung Wan and one or two other very small cemeteries (e.g. the Eurasian and Chinese Protestant) this work is done by officers of the Sanitary Department at the cost of the Government, and turf is invariably used for the purpose.

Mr. Rumjahn minuted—The depth must be at least five feet as suggested by the M. O. H.

Mr. Lau Chu Pak minuted—It appears that no one is sure what depth is necessary. I think

four feet is quite sufficient, and if the grave is turfed there is no fear of the loose soil being washed away.

Dr. Atkinson minuted—I agree with the M.O.H. that it is not advisable to alter the bye-laws. Burying in terraces as we do here seems to require a depth of seven feet. Although the aim of earth burial is to facilitate the ultimate reduction of the body into its component elements, the bacteria which affect this are increased in the deeper layers of the soil, at least some bacteriologists say so. I think all graves should be covered with turf. Graves are not turfed as a rule until a year after interment, to allow soil to settle down.

The REGISTRAR GENERAL moved that the bye-law in question, Rule 14 should read that the depth of ground be reduced from seven to five feet.

Mr. LAU CHU PAK seconded.

Dr. PEARSE said:—"The object of earth burial of the dead is to promote speedy decomposition and disintegration in such a manner as to cause no danger to the living. This is best accomplished by burial in the upper layers of the soil. The depth at which it is necessary to bury is conditioned by (1) the possibility of remains being detected by animals and dug up; (2) the necessity for the sufficiency of soil above the body to absorb evil smelling gases and to avoid accidental uncovering. These conditions will be met by having a uniform depth of two feet of soil above the coffin and by taking care to prevent storm water from washing away the soil over graves, and further by turning the graves promptly after burial. When organic matter is buried in the upper layers of the earth it is attacked by animal and vegetable organisms, the animal world being chiefly represented by the insects and the vegetable world by the bacteria. A body before it is buried has already begun to decompose, through the agency of the bacteria it contains, when it is placed in the earth this decomposition is helped by the soil bacteria. It becomes the bacterial food of the living earth. Deep burial retards this process. In place of the speedy disintegration and decomposition, there takes place a slow process of putrefaction with the elimination of more putrid gases than when the body is properly but less deeply buried. If a body be buried deeply enough to prevent dogs detecting it by their sense of smell, the question of contamination of the air by gases rising through the soil may be dismissed. Contamination of ground water is far more likely to occur as a consequence of deep burial than of shallow burial, inasmuch as in the former case the filtering power of the living earth in the upper layers is dispensed with. With regard to the burial of bodies dead from infectious diseases, while it is impossible to make a definite statement founded on scientific evidence to the effect that it is quite impossible for the air of a graveyard to contain organisms derived from the buried bodies, yet on the other hand there is absolutely no scientific foundation for such a belief. Specific organisms of disease may possibly be carried from the graves into water courses and this is far more possible with deep than with shallow burial. Speaking generally, the trend of modern opinion with regard to the persistence of specific disease organisms in the soil, is that the more they are brought into contact with the naturally occurring saprophytic organisms of the soil, the more rapidly will they die out. This holds good for plague, typhoid and cholera. It is true that certain experimenters have kept the typhoid bacillus alive in soil for long periods—e.g. over a year. It does not follow however that typhoid bacilli in a dead body can survive for any length of time in a properly made grave. Dr. Robertson in 1898 found by experiment that the bacillus typhosus quickly died in the soil of grass covered areas. Dr. Sydney Martin 1898-1901, found that in sterilised soils he could cultivate the bacillus and keep it alive for over a year. This kind of soil does not occur in nature. He also found that if the bacillus is added to natural uncultivated soils it ceases to exist within 24 hours. If the bacillus be assumed to persist in a grave it is less dangerous when shallow than deep, as the deeper it is the more likelihood would there be of the ground water being con-

minated. Anthrax and tetanus are somewhat exceptional. Anthrax spores have been stated to have been brought to the surface of graves by worms. This is, however, doubtful. Further, anthrax organisms are rapidly killed in a body which has not been opened. Tetanus bacilli have been recovered from soil. They require an atmosphere free from oxygen for their growth. Therefore the deeper they are buried the more chance is there of their persistence. I am of the opinion that the best regulations for burial would be as follows:—1. Storm water shall be provided for in cemeteries by properly constructed channels for draining it off the surface and preventing it swamping the cemetery. 2. Every grave shall be dug to a depth of 4 feet throughout. 3. After burial the earth dug from the grave shall be all put back over the coffin forming a mound over the grave. 4. Every grave shall be covered with turf immediately after the grave has been filled in.

The Registrar-General's motion was put to the meeting and carried.

MORTALITY STATISTICS.

The mortality statistics for the week ended the 4th March, death rate per thousand per annum, show the following figures:—British and foreign civil population, 24.9; previous week, 44.9; corresponding week last year, 5.1. Chinese population, 15.0; previous week, 11.6; corresponding week last year, 12.6.

LIMEWASHING RETURN.

The limewashing return for the fortnight ended the 14th March showed that 4,356 houses had been treated in the eastern district and 3,534 in the central district.

RAT RETURN.

The rat return, showing the number of rats caught during the week ending the 18th March is as follows:—City of Victoria, 475 including 19 infected; Kowloon, 263 including 15 infected.

SUPREME COURT.

Monday, 20th March.

IN CRIMINAL JURISDICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

WOUNDING WITH INTENT TO MAIM.

Wong Kwong Tai, Chan Choi and Lai Fat were charged with wounding with intent to maim. Hon. Mr. E. H. Sharp, K.C. (Attorney-General), instructed by Mr. Morrell (of the Crown Solicitor's office) prosecuted. The prisoners pleaded not guilty, and the following jury was empanelled:—Messrs. F. W. White, J. D. Kinnaird, C. Linahan, D. S. D. Burger, H. D. Bell, Erich Georg and A. G. Coppin.

The Attorney-General in his opening remarks said:—These three prisoners are charged with acting in a gang and committing an attack, a very brutal attack, on a Chinese police sergeant in the New Territory. The facts are that on the 31st January, between six and seven in the evening, this sergeant was on duty at a place not far from Deep Bay, near the Tak-tai Temple, which appears to be used as a sort of club or lodging house for very undesirable characters. The sergeant saw a man coming out of the temple, and walking away in a manner such as to cause suspicion. As soon as this man saw the sergeant he took to his heels and ran. The sergeant gave chase, arrested him, and found several boxes of opium and a scales on his person. Bringing the man back along the road towards the police station, when they reached a lonely spot the three prisoners came out and demanded the man's release. One prisoner is keeper of the temple. The sergeant refused to surrender the man, and the four attacked him. He took out his whistle, but the place was too far from the station for it to be heard. The man snatched the whistle away, and also the sergeant's revolver. The sergeant finally was thrown down, kicked, and stabbed ten or fifteen times in the face. They tried to blind him. The sergeant, after putting up a very good fight became insensible. His body was dragged some distance along the road and thrown into a pit. They may have thought the man was dead, but fortunately he was not. Some time later a policeman was walking along the

road and heard groans. The wounded man gave certain information, and in consequence of this the three men were arrested at the temple. The sergeant was brought into the Government Civil Hospital where he was laid up for six weeks.

After the hearing of the evidence, the Attorney-General said he desired to withdraw the charge against the third prisoner, as he did not consider the identification of this man satisfactory.

The jury returned a verdict of guilty with respect to the first and second prisoners. They were sentenced to five years' hard labour and to receive 24 strokes of the birch within the first six months' imprisonment.

ASSAULT ON A JUNK.

Lo Po Shing and Lo I were charged with wounding with intent to do grievous bodily harm. They pleaded not guilty and the following jury was empanelled:—Messrs. D. E. Clark, L. Datam, E. C. Engel, J. Cruickshank, J. Benjamin, W. F. Must and T. E. Collinge.

The Attorney-General in his opening statement said the two prisoners were charged with acting together in an attack on Pang Ling for purposes of either robbing him or doing him grievous bodily harm. This man Pang Ling was a sort of small ship-chandler and carried on business with junks at a village not far outside British territory. He was also a money lender, and was owed the 120 by a woman who owned a junk. On the 11th February, in the afternoon, this man was in Hongkong and went on board the junk of this woman. She admitted the debt but said she could not pay then. The junk left in the afternoon, this man being on board as a passenger. The prisoners were sailors employed on the junk. At seven in the evening Pang Ling went to sleep in the hold of the junk. At about two or three o'clock in the morning, just outside Lyemun, the first prisoner woke up Pang Ling and demanded money. Pang Ling said he had none, and the first prisoner proceeded to search him. Pang Ling struggled, and the first prisoner slashed at him with a chopper. Pang Ling shouted and the second prisoner came to the assistance of the first, attacking Pang Ling with a bludgeon and inflicting somewhat serious injuries. Pang Ling was in hospital for ten days. Pang Ling called for help and the women came to the rescue. The junk arrived back at Hongkong on the following morning and the prisoners were arrested.

The prisoners were convicted and sentenced to five years' hard labour and 24 strokes of the birch within the first six months' imprisonment.

ROBBERY.

Cheung Mak Sang and Yau Kui were charged with robbery, and Wong Yau Fat with robbery with others. The latter pleaded guilty, and subsequently gave evidence against the first two prisoners who pleaded not guilty. The jury was as follows:—Messrs. J. McArthur, M. P. Beattie, C. G. Brückner, T. E. Collinge, F. E. C. Georg, P. A. Cunningham and C. Linahan.

Mr. H. G. Calthrop, who in this case acted for the Attorney-General, in opening the case said that the robbery had been committed in the New Territory. The prisoners on the 22nd February attacked a house (there were six robbers altogether) at one o'clock in the morning. The robbers seized an inmate who had just returned from abroad (from Honolulu) bound him and threatened to take his life. They asked him for money, and for his keys. He refused, and they broke open the boxes and stole property to the value of about \$350. Wong Yau Fat was arrested and gave information which led up to the arrest of the other two.

The prisoners were convicted and sentenced to five years' hard labour and 24 strokes of the birch within the first six months' imprisonment. Wong Yau Fat was sentenced to four years' hard labour and twelve strokes of the birch within the first six months' imprisonment.

A crown Lands sale was held at the Public Works Department on March 20th when Rural Building Lot No 121, situated in Barker Road, and Inland Lots Nos. 1,733 to 1,737 on Shauiwan Road near Taihang village were put up for auction. The first lot was sold to Mr. Ram for \$3,550, and five Chinese buyers paid \$100 for each of the second lots.

Tuesday, 21st March.

IN CRIMINAL JURISDICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

MANSLAUGHTER.

Emanuel Hernandez, a Spanish sailor of the sailing ship *King George*, was charged with the manslaughter of Theodore Olsen, a Danish sailor on the same ship. Hon. Mr. E. H. Sharp, K.C. (Attorney-General), instructed by Mr. Morrell (of the Crown solicitor's office), prosecuted. Chief Detective Inspector Hanson acted as German interpreter for some witnesses, and Mr. N. G. Nolan as Spanish interpreter. Prisoner pleaded not guilty and the following jury was empanelled:—Messrs. C. M. G. Burnie (foreman), J. D. Kinnaird, D. E. Clark, W. F. Must, C. G. Brückner, J. Fisher and T. E. Collinge.

The Attorney-General in opening, briefly narrated the facts of the tragedy. On the 14th inst., just a week ago, at six in the evening, the prisoner, the deceased and four other sailors were having their supper in the fo'c'sle of the *King George*. A short conversation took place between the prisoner and the dead man with regard to the following occurrence which happened that afternoon:—The prisoner had been ordered by the third mate to do some work in the rigging, and he failed to do it. On speaking about this matter at supper it appears that the prisoner boasted that he had used some very violent language to the third mate. The deceased man denied that prisoner had done so, and called him a liar, bastard and other names, and then struck him in the face. Thereupon prisoner rolled over on the bench and the dead man rolled over on top of him. During the struggle prisoner drew his sheath knife and plunged it into the abdomen of the dead man, inflicting an essentially fatal wound.

The prisoner said that the evidence was correct. He did not intend to kill the man. Deceased had been bullying him all the way from Philadelphia.

Prisoner was convicted of manslaughter.

His Lordship in his remarks to the prisoner said:—You did not kill him intentionally, for if the evidence had pointed that way you would have been charged with murder. From the evidence I am satisfied that this young man, about your own age, was a bully, and was bullying you on that occasion. He brought his death upon himself in one sense. That does not justify you for doing that act. You ought to have gone to the Captain and complained. I feel that at the time you did not think about the Captain or anyone else, but in the heat of passion you stuck your knife in him. I always have considerable sympathy with a man struck, especially in the face, but that sympathy does not extend to one who uses a knife. That must be stopped, and you must understand that a knife must not be used except in the gravest circumstances. You are a very young man, only 22, just starting in life. In consideration of your youth I shall only sentence you to three years' hard labour, and let this be a warning to you—under no circumstances use a knife.

HEP LOONG V. WEISMANN, LIMITED.

Mr. Sercombe Smith delivered judgment in the case of the Hep Loong v. Weismann, Limited, on Monday the 20th inst. Mr. P. W. Goldring (of Mr. G. K. H. Bratton's office) appeared for the plaintiffs, and Mr. H. E. Pollock, K.C., instructed by Mr. Almada e Castro, for the defendants.

His Honour said:—This is an action in which the plaintiffs seek to recover from the defendants a sum of \$648, being the price of 10,800 lbs. of biscuits, at 6 cents a lb., sold and delivered to the defendants.

There were two contracts between the parties. The first contract was entered into on the 16th of December 1904 and was for 50,000 lbs. of biscuits at 6½ cents a lb. Under this contract 200 tins of biscuits, each tin holding 54 lbs., were packed. Of these 200 tins, 100 tins were delivered to defendants on 28th of December, but were rejected by them as not being up to sample. These 100 tins were taken back by the plaintiffs and kept with the other 100 tins in their bakery. On the evening of the 28th of

December a fresh contract was made in the following terms:—

"Hongkong, 28th December, 1904.

WEISMANN, LTD.

I the undersigned promise to supply you with twenty five thousand pounds of good ship biscuits according sample packet in cases supplied by you and to deliver them to the wharf opposite St. George Building at the rate of six (6 cents) cents per pound—

Time of delivery the ninth day of January 1905. Payment to be done by the 12th day of January.

HIP LUNG."

This is a contract of sale of goods both by description and by sample. Two samples signed "Hip Lung" were produced by the defendants, who allege that one sample C was given on the occasion of the first contract and the other sample D on the making of the second contract; whereas the plaintiffs allege that both samples related to the first contract. On this point I have come to the conclusion that sample C was the sample under the first contract and sample D a sample under the second contract. My reasons are that two samples under the first contract were unnecessary, and that, as the second contract was by sample, it is highly improbable that no sample under that contract was taken.

In pursuance of the contract, 200 tins holding 10,800 lbs., were on the 30th December, packed by Hip Lung's folks in the presence of either Weismann or Peick his assistant, and soldered by tin-smiths engaged by Weismann. Of these 200 tins, 45 tins were delivered on 31st December and the other 155 tins on 2nd January last. All the tins were shipped for Singapore on the 3rd or 4th of January. On one or other of those dates Weismann ordered the Hip Lung to desist from further performance of their contract. On the 12th of January, demand was made for the price of the biscuits already supplied. Payment was refused. The biscuits, the subject matter of this action, arrived back in Hongkong early this month, March 1905.

The written contract of the 28th of December, being a contract of sale of unascertained goods both by description and by sample, there is, so far as regards the description, an implied condition that the goods shall correspond with the description, and, so far as regards the sample, there are implied conditions that the bulk shall correspond with the sample in quality, that the buyer shall have a reasonable opportunity of comparing the bulk with the sample; and that the goods shall be free from any defect, rendering them unmerchantable, which would not be apparent on reasonable examination of the sample.

The description of the goods is "good ship biscuits." The word "good" is superfluous as a description of the goods, and means no more than that the goods are to be of merchantable quality; nevertheless its insertion has the effect of substituting an express condition of merchantableness for the implied condition that goods shall be of merchantable quality which exists when goods are bought by description from a seller (whether he be the manufacturer or not), who deals in goods of that description. The advantage to the buyer of this express condition is that no examination or inspection of the goods which he himself has made will debar him from relying on that express condition against all defects which such inspection or examination should have revealed.

An article may be said to be of merchantable quality when it is saleable as a commercial commodity under the description by which it is sold. Because the purchasers from Blackhead and Co. who brought from Weismann and Co. rejected the goods, that is no reason for holding that the goods were not of merchantable quality. There is no evidence why the ultimate consignees rejected the goods. Even if they rejected them because they considered them to be unsaleable such unsaleableness may not have been due to the article not being per se a vendible commercial commodity by its description, but because there was no market at the time for the goods. What I have to consider is, assuming that there was a market for the goods, would the goods sold pass as the commercial commodity known as ship's biscuits? I have no doubt that the goods supplied by the plaintiffs answered to their description as ship's biscuits, and am of

opinion, after examining the biscuits as a jury would, that they were of merchantable quality, i.e. saleable under the description by which they were sold.

Next with regard to that portion of the contract which made this sale a sale by sample. In such case, the implied conditions are three (1) that the bulk shall correspond with the sample in quality (2) that the buyer shall have a reasonable opportunity of comparing the bulk with the sample (3) that the goods shall be free from any defect, rendering them unmerchantable, which would not be apparent on reasonable examination of the sample.

The first question then is, did the bulk of the biscuits correspond with the sample in quality? a term which includes the state or condition of the goods at the time of delivery by plaintiffs to defendants. This case has nothing to do with the quality of the goods when they reached Singapore or had lain in Singapore for a month. There was no condition express or implied concerning the quality of the goods at any time other than the time of delivery.

An examination of the rejected goods shows that some of them were mouldy; many of them broken up; and the majority of them not of exactly the same size as the sample by which they were sold. The dissimilarity in size and the fragmentary nature of some of the biscuits need but little consideration. There was no condition either that the biscuits should correspond in size or shape to the size or shape of the sample; or that they should be whole biscuits. There is no evidence that the biscuits were not whole when packed. On the contrary, I should infer that they were whole when packed; it is not likely that either Weismann or Peick, one or other of whom was present during all the time when the biscuits were being packed, would allow broken biscuits to be packed, for there is evidence that both actively prevented unsatisfactory biscuits from being packed. The handling and shaking of the tins with the biscuits inside would moreover be quite enough to account for the biscuits becoming broken. Were then the goods mouldy when delivered to the defendants? There is not the least evidence to show that they were. I feel sure that Weismann and Peick would not have passed such biscuits at the packing on the 30th of December. I know that there was no stipulation, as a condition of the sale, that the buyer was to examine the goods, and that therefore a voluntary examination by the purchaser at the time of packing would not exempt the vendor from compliance with the implied condition that the bulk and the sample should correspond in quality. Nevertheless, the part taken by those two men at the packing convinces me that it was highly improbable that mouldy biscuits were packed. There certainly was no condition express or implied that the biscuits would not become mouldy within a given time. No vendor would be likely to agree to such a condition, because the treatment of the biscuits in the hands of another party would be beyond his control and might be such as to most effectively produce mouldiness.

There was some evidence that the biscuits which had become mouldy might have been packed before they were thoroughly dry. That was the way in which Captain Douglas accounted for the mould in some of the biscuits. Assume then that some of the biscuits were not properly dried when packed. Does this constitute non-correspondence of the bulk with the sample in quality which includes state or condition? I think that it does, if the sample was in a dry state; the biscuits did not therefore correspond with the state or quality of the sample if they were in a damp state. But the evidence does not satisfy me that any of the biscuits were not properly dried before being packed. The two months which elapsed between the despatch of the biscuits to Singapore and their return to Hongkong, and the chances of bad soldering may adequately account for the present condition of some of the biscuits. On the other hand, Weismann made it clear that the biscuits first delivered in pursuance of the second contract were biscuits which had been baked for him in pursuance of the first contract. This makes it improbable that any of the biscuits delivered were in a damp condition not corresponding

to the sample C, assuming that sample to have been dry of which there is no evidence. My conclusion is that the implied condition that the bulk should correspond with the sample in quality was fulfilled. Then, had Weismann a reasonable opportunity afforded him of comparing the bulk with the sample? As a rule the place of delivery is the place for comparing the bulk with the sample. That place was, under this contract, the Star Ferry Wharf by St. George's Building. There is nothing in the contract or in the circumstances to rebut the presumption that the place of delivery was to be the place of inspection. Under the first contract, the place of delivery was the place where inspection took place: the previous conduct of Weismann therefore confirms the presumption. No inspection was as a fact made, though a reasonable opportunity was afforded. Judged in the light of Weismann's previous act in having the tins delivered under the first contract opened on the Praya for inspection, it looks as if he was satisfied by the facilities he and Peick had had to superintend the packing, that the biscuits were up to sample. I hold then that the second implied condition was fulfilled. As regards the third implied condition, arising on a contract of sale by sample, I think that it has been satisfied because there was no defect, so far as is known, in the sample which was not apparent on reasonable examination of the sample so as to render the goods unmerchantable.

Now if I am wrong in my conclusion that the quality of the bulk corresponded with the quality of the sample, I shall have to inquire what was the legal effect of the conduct of Weismann in not availing himself of the reasonable opportunity afforded him of comparing the bulk with the sample, and in delivering the biscuits to Blackhead and Co. in pursuance of his contract with them. A buyer is not deemed to have accepted goods delivered to him which he has not previously examined, unless and until he has had a reasonable opportunity of examining them for the purpose of ascertaining whether they are in conformity with the contract. This opportunity to examine is a condition precedent to acceptance, but does not constitute acceptance. The buyer is deemed to have accepted the goods when, inter alia, the goods have been delivered to him and he does any act in relation to them which is inconsistent with the ownership of the seller. The first of these proofs of acceptance in performance of the contract is satisfied because the goods were delivered to the defendants. I think the second proof of acceptance is also satisfied. The delivery of the goods to Blackhead & Co. under an independent contract was an act inconsistent with the ownership of the plaintiffs or sellers. There was no contract between Hip Lung and Blackhead & Co., and Weismann was not entrusted with the goods as Hip Lung's agent or bailee to pass them on to Blackhead & Co. Let us look at this matter from the point of view of the property having passed to the buyer. I have said that this contract is, in one of its phases, a contract of sale of unascertained goods by description. In such case, when goods of that description are in a deliverable state (i.e. such a state that the buyer would under the contract be bound to take delivery of them) are unconditionally appropriated to the contract, the property in the goods thereupon passes to the buyer; and where, in pursuance of the contract, the seller delivers the goods to the buyer and does not reserve the right of disposal, he is deemed to have unconditionally appropriated the goods to the contract. The defendants then did an act in relation to the goods which was not only inconsistent with the ownership of the sellers, but also entirely consistent with their own property in the goods. I am accordingly of opinion that Weismann and Co. accepted these 200 tins of biscuits. There was an argument addressed to me to the effect that Weismann, having rejected the goods within a reasonable time, could not be held to have accepted the goods. It is enough to point out that I have not based the acceptance on the ground that Weismann failed to reject within a reasonable time. The next question is, what results from the acceptance by the buyers in performance of the contract? This was not a severable contract of sale; and where a contract of sale is not severable and the buyer has accepted the goods, or part thereof,

the breach of any condition to be fulfilled by the seller can only be treated as a breach of warranty, and not as a ground for rejecting the goods. So that if there had been any breach of a condition, such breach would not entitle the defendants to reject the goods. But it was argued that though the buyer may not reject the goods, yet he may set up against the seller, in an action for the price of the goods, a breach of warranty in diminution or extinction of the price. I must therefore inquire whether this remedy for breach of warranty is made good by the defendants.

By the term "breach of warranty" is meant (1) a breach by the seller of a warranty which is a warranty by the terms of the contract (2) a breach of a condition, express or implied, which the buyer has elected, or has been compelled, to treat as a breach of warranty.

Here there has been no breach of a warranty appearing on the face of the contract. Has then the buyer elected or been compelled to treat the breach of condition as a breach of warranty? Assuming, contrary to my opinion, that there has been a breach of condition, which would have entitled the vendee to repudiate the contract at once, I think that, when the vendee in this case accepted the goods, he elected to treat the breach of condition as a breach of warranty and to go on with the contract. I think, too, that his right to set up against the seller the breach of warranty in diminution or extinction of the price continued in force until the seller brought an action for the price. The onus is on the vendee to prove the amount by which he seeks to diminish the price and to prove that the goods are worth nil by way of extinction of the price sued for. If he sets up either a reduction or an extinction he must prove the difference between the price contracted for and the real value. He has not made any attempt to prove this. It is not sufficient, in extinction of the price, for the vendee to state that the goods are worth nil to him for the purpose for which he bought them. He might have sold the goods by auction. If the goods had fetched say only 25 per cent of the contract price or there had been no bid for the goods, then there might have been some evidence to go to a jury in diminution or extinction of the price for which action was brought. How far lapse of time between the delivery and the return of the goods would have discounted the value of that evidence, I cannot say. There will be judgment for plaintiffs with costs.

Wednesday, 22nd March.

IN ORIGINAL JURISDICTION.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

MUI SUK U. V. WO CHUK SZ.

This was a claim for over \$5,000. The plaintiff did not appear and was unrepresented. Mr. H. G. Calthrop, instructed by Mr. Stevenson (of Messrs. Deacon, Looker and Deacon) appeared for the defendant.

Judgment was given for the defendant with costs.

On the application of Mr. Calthrop an attachment on the defendant's property was removed, and the defendant was awarded damages against the plaintiff in respect of same.

IN SUMMARY JURISDICTION.

BEFORE HIS HONOUR MR. T. SERCOMBE SMITH (PUISNE JUDGE).

YEE WOO CHEONG FIRM v. EASTERN AND AUSTRALIAN STEAMSHIP CO., LD.

This action, commenced on the 21st March was continued. The plaintiffs claim \$1,110.60 reduced to \$1,000 so as to come within summary jurisdiction. Mr. Norman Ferrers, instructed by Mr. E. A. Harding, appeared for the plaintiffs, and Mr. H. E. Pollock, K.C., instructed by Mr. J. Hays (of Messrs. Johnson Stokes and Master) for the defence.

The plaintiffs, merchants carrying on business at No. 101, Bonham Strand East, allege that they have suffered damage by the defendants' failure to carry and deliver to them certain goods (54.96 piculs of sandalwood at \$20 per

picul). The goods, it is stated, formed part of a consignment shipped at Timor about the 11th October 1904 on board the defendants' s.s. *Empire*, for the purpose of being carried by the defendants to Hongkong, and there delivered to the plaintiffs for reward. The *Empire* duly arrived at Hongkong on the 20th October 1904, but the defendants did not deliver the said goods to the plaintiffs.

The defendants deny that any goods were shipped at Timor about the 11th October 1904 on the *Empire* for carriage to Hongkong and delivery to the plaintiffs, other than the goods which were duly delivered by the defendants to the plaintiffs after the arrival of the *Empire* here viz., 3,074 pieces, 27 baskets, 76 bundles and 32 bags of sandalwood or rootwood.

The case was further adjourned.

Thursday, 23rd March.

IN BANKRUPTCY.

BEFORE SIR H. S. BERKELEY (CHIEF JUSTICE).

The Kam Tak Tai firm was called, but no one responded. Mr. G. K. Hall Brutton appeared for Chan Chun Man, who denied partnership. Mr. F. B. L. Bowley asked leave to withdraw from the file a declaration stating that certain persons were partners in the Kam Tak Tai firm. Mr. Brutton withdrew his summons as to the issue being tried with relation to the partners in the firm. An order was made for the declaration to be withdrawn from the file, and also the summons as desired.

Hoji Yacobji, a clerk in the employ of Messrs. Wilkinson and Grist, was examined. He stated that he owed Messrs. Wilkinson and Grist \$2,100, which money he had borrowed to pay off loans contracted. Between 1901 and 1904 he borrowed \$1,200, in order to carry out some private business; and also borrowed several hundred from Indians. Bankrupt was unmarried and lived in Lascar Road. The fire which occurred there about two years ago destroyed his furniture, which was uninsured. He paid interest on the borrowed money at rates from six to ten per cent. per month—72 to 120 per cent. per annum. His monthly wage was \$80 and his expenses, including interest, were \$200 per month. He supported his aunt, nieces and nephew, ten people altogether. He submitted a composition to pay his creditors 50 per cent. at the rate of \$40 per month out of his salary. The Public examination was closed.

Mr. O. D. Thomson appeared on behalf of two managing partners in the Wing On bank and applied for a receiving order against them. A petition was signed by them. Sir William Goodman ruled that the English Bankruptcy law which provided that a number of partners in a firm could not apply for a receiving order without the consent of all the partners was binding. The rule was not included in the Hongkong Ordinances, though the Chief Justice declined to grant an order as asked, remarking that if any creditor cared to bring an action he could do so. The liabilities of the debtors was \$90,000 odd and their assets \$16,000 odd.

IN ORIGINAL JURISDICTION.

SCHWER AND OTHERS v. UFFEL.

This was an application made by the defendant in this action—which was brought by the plaintiffs, who sought an order for the dissolution of the partnership existing between them and the defendant under the name of Schwer Uffel and Company, of which firm the defendant was the managing partner in Hongkong, the plaintiffs being all resident in Europe—for the discharge of an order made by the Court on the 3rd March instant appointing a Receiver of the said business. The plaintiffs previously offered to allow the defendant to continue in his management of the business of the partnership under the supervision of a chartered accountant in the place of the Receiver originally appointed.

The defendant asked for the complete discharge of the Receiver and objected to a Receiver of the business being appointed.

The Court refused his application and directed that Mr. Lowe, Chartered accountant, be appointed Receiver with power to employ the de-

fendant to assist him in the management if desired. The plaintiffs to give an undertaking as to damages. The Hon Mr. E. H. Sharp K.C., instructed by Messrs. Deacon Looker and Deacon appeared for the plaintiffs and Mr. H. E. Pollock K.C., instructed by Messrs. Dennys and Bowley appeared for the defendant.

IN SUMMARY JURISDICTION.

BEFORE HIS HONOUR MR. T. SERCOMBE SMITH (PUISNE JUDGE).

The action Yee Woo Cheong firm v. Eastern and Australian Steamship Company, Limited, was adjourned *sine die*. Evidence was concluded, but counsel have yet to address His Honour. Mr. H. E. Pollock, K.C., for the defence, is employed in original jurisdiction for the rest of the week.

COMPANIES.

THE CHINA SUGAR REFINING CO. LTD.

ANNUAL GENERAL MEETING.

The twenty-seventh annual general meeting of the China Sugar Refining Co., Ltd. was held at noon on 23rd March, at the offices of the general agents, Messrs. Jardine, Matheson and Company.

Hon. Mr. W. J. Gresson was in the chair and there were also present Sir Paul Chater, Messrs. A. G. Wood, E. Shellim, and A. J. Raymond (Consulting Committee), Mr. J. Barton (Secretary), Messrs. A. Rodger, M. S. Northcote, E. S. Joseph, S. J. Michael, J. R. Michael, E. J. Moses, W. H. Gaskell, H. N. Mody, F. Smyth, W. A. Cruickshank, E. H. Hinds, A. G. Stokes, G. T. Veith, T. S. Forrest, P. C. Potts, A. Turner, Ho Fook and others.

The CHAIRMAN said—Gentlemen.—In accordance with local custom I propose to take the report and accounts as read. In the year 1904 there was a remarkable advance in the price of sugar all over the world. This rise may be attributed principally to these causes:—(1) the gradual working down of the enormous stocks which have accumulated in consequence of the overproduction in the years immediately preceding the date of the Brussels Convention; (2) the discovery that in consequence of the unfavourable weather in Europe it was necessary to materially reduce the estimate of the growing Beet crop; and (3) the knowledge that the world's consumption of sugar was fast overtaking supplies in hand and visible in the near future. Under these circumstances prices in our consuming markets continued to advance, and we were able to obtain a very satisfactory margin of profit on the refining of our stock of raw sugar, which had for the most part been acquired while prices were comparatively low. Another noteworthy feature of our business during the period under review was the demand for refined sugar in China, our natural and best outlet, and I am pleased to say that consumption there showed a considerable increase over that of any previous year. Turning to the accounts, and the appropriation of profit recommended, you will notice that we propose writing \$50,000 off the Swatow property, which I regret to say seems likely to remain unremunerative for an indefinite period, and to put aside \$450,000 to form an equalization of dividend fund. Bearing in mind the reverses suffered only two years ago, when nearly a third of our capital was for the time being lost, this will, I am sure, meet with your hearty approval. (applause). The experience of recent years also points to the expediency of forming a Repairs and Renewals account. It is obvious that machinery and plant depreciates with use, and that renewals are constantly being required, to meet which in bad times, there is often no money available, and it is therefore highly desirable that a fund should be created to provide for the outlay on plant, which must from time to time be necessary, and to enable us to acquire any of the new improvements in machinery which are frequently being brought under our notice. For this purpose we propose to appropriate \$150,000. I have pleasure in testifying to the zeal and diligence of the Company's staff, and as a mark of appreciation you

will doubtless confirm the bonus which it is recommended to be granted to the European employees (applause). Having materially strengthened the position of the Company, we are also happily able to recommend the payment of a final dividend of \$15 per share, making a total of \$20 per share for the year, and carry forward to next account \$42,812.75 and this, gentlemen, I hope you will consider satisfactory. If no further information be desired, I beg to propose the adoption of the report and accounts.

There being no questions, the CHAIRMAN moved and Mr. MODY seconded, the adoption of the report and accounts. The motion was carried.

Sir Paul Chater, Messrs. A. J. Raymond, A. G. Wood and E. Shellim were re-elected to the Consulting Committee on the motion of Mr. STOKES, seconded by Mr. MICHAEL.

Messrs. T. Arnold and W. H. Potts were re-elected auditors on the motion of Mr. NORTHGOTE, seconded by Mr. POTTS.

The CHAIRMAN—That is all the business, gentlemen. Dividend warrants will be ready on application to-morrow. Thank you for your attendance.

LUZON SUGAR REFINING COMPANY, LIMITED.

ANNUAL GENERAL MEETING.

The twenty-third annual general meeting of the Luzon Sugar Refining Company, Limited, was held at the offices of the general agents, Messrs Jardine, Matheson and Company on the 23rd March.

The Hon. Mr. W. J. Gresson was in the chair and there were also present Messrs. J. Barton (Secretary), A. G. Wood, H. P. White, H. N. Mody, J. E. Michael, E. J. Moses, W. H. Gaskell, A. Rungjahn, J. C. Peter, P. Tester, W. A. Craikshank and others.

The CHAIRMAN said—Gentlemen—You will doubtless consent, in the usual course, to take the report and accounts presented to you as read. I regret that, for the fourth year in succession, for reasons well-known to you, the refinery at Malabon perforce remained closed, and that the accounts merely show an increase in the sum at debit, equal to the amount necessarily expended on the care of machinery, interest, insurance premia, &c. As mentioned in the report, the prospects of obtaining some outlet for our sugar in the Philippines improved at the end of last year, the demand for local consumption appearing to be on the increase, and after careful consideration it was decided to resume work at Malabon as soon as the refinery could be put in order, and a supply of raw sugar obtained. The latest advices from the Manila agents indicate that it is expected work will commence at the end of the present month, and I trust the result will be favourable and that a sufficiently profitable market will be found for our sugar to enable us to continue steady work. I would impress upon you that the present start is more or less of an experimental nature, and that the future is by no means assured. Before proposing the adoption of the report and accounts I shall be pleased to answer any questions which shareholders may wish to ask.

There were no questions and the report and accounts were adopted on the motion of the CHAIRMAN seconded by Mr. MODY.

Mr. PETER proposed the re-election of Messrs. A. G. Wood and E. Shellim to the Consulting Committee. Mr. MOSES seconded and the motion was carried.

Mr. GASKELL proposed and Mr. TESTER seconded the re-election of Mr. T. Arnold as auditor. Carried.

The CHAIRMAN—That is all the business. Thank you for your attendance.

SHANGHAI AND HONGKEW WHARF CO., LD.

The balance sheet and report of this company was issued on the 13th March. Of the authorised capital of Tls. 4,000,000, there have been issued 31,848, hundred taels shares. During the year Tls. 7,200 worth of six per cent. debentures were issued making the debenture liability Tls. 543,800. Practically all (11,848 out of 12,000) the new shares were taken up. After payment of an interim dividend of four

taels per share on August 23rd, the Profit and Loss credit balance stands at Tls. 190,255.92, of which a final dividend of six taels per share on 20,000 old shares, and of three taels on the n-w, is being paid. Tls. 24,000 is placed to Repairs account, and Tls. 10,711.92 carried forward. The overdraft having been considerably reduced, there will be a saving of interest apparent in next accounts. Increased warehouse room is being provided at the wharves. Messrs. W. D. Little and E. C. Pearce take the places of Sir Charles Edgson and Mr. J. L. Scott as directors. Mr. Little's place as a Debenture Trustee is taken by Mr. H. A. J. Macray. The meeting takes place on the 29th inst.

THE BANK OF TAIWAN, LIMITED.

The following statement, dated December 31st 1904, is published:—

ASSETS.	Yen.
Government loan	3,551,600.000
Hills discounted, loans, etc.	6,131,785.630
Bills receivable and other sums due to the bank	905,718.850
Government bonds	2,098,209.370
Bullion and foreign money	46,941.730
Capital, uncalled	2,500,000.000
Bank premises and properties	483,929.323
Cash.—	
In hand	3,052,225.010
At bankers	448,059.318
	Yen 20,185,469.131

LIABILITIES.	Yen.
Notes in circulation	5,901,245.120
Government account	2,000,000.000
Deposits and current account	6,017,743.734
Bills payable and other sums due by the bank	557,757.751
Capital, authorised	5,000,000.000
Reserve fund	352,000.000
Reserve for silver account	131,333.782
Dividends unclaimed	855.805
Amount brought forward from last account	46,741.584
Net profit	178,801.855
	Yen 20,185,469.131

CANTON.

(FROM OUR CORRESPONDENT.)

LINGCHEE.

20th March.

Lum Kwa See, the brigand chief, was executed the other day by the process of *lingtze*, and died a most cruel and lingering death. He was a native of Heung Shan, of middling height and thin and sallow complexion. He was over thirty years of age, and looked very intelligent. His queue was cut off. He was worth from forty to fifty thousand dollars. He was caught in Macao, and imprisoned there for a considerable time, awaiting extradition by the Chinese government. On the 14th inst. he was sent back to Canton under a strong guard, commanded by Admiral Li Chou, in a Chinese gunboat. On the way from the government wharf to the Viceroy's yamen he was singing, cursing the mandarins, and calling the people to look at him. He said he was Lum Kwa See, and was going to die a heroic death. He was conveyed to the Viceroy's yamen for identification, tried by the court martial, passed one night's imprisonment in the Nam Hoi magistracy, and the following day he and five of his comrades were tied hands and feet and carried in baskets to the execution ground. The latter were executed by beheading, but he was killed by the lingering process of *lingtze*, that is, by being cut into pieces. When tied to the cross, he never showed the least sign of fear or pain, and his face never changed colour. The executioner made seventy two cuts in him, commencing from the face, and then severed his head from the trunk. At the sight of this, one or two of the guard fell down insensible. At the execution ground a shrine was built wherein the tablets of those generals and captains of the army whom he had killed, were placed. The executioner wrenched out his heart and liver, and placed them in a large plate. Admiral Li Chou knelt down before the shrine, and offered them to the dead.

A SUMPTUARY LAW.

Since the Viceroy returned to Canton he has issued quite an extraordinary order that no Chinaman may wear the coral button on his

cap, under penalty of a fine, or bambooding on the breeches; and by the law of China only the mandarins of the first and second ranks in Peking can wear coral buttons on their caps. So during this fortnight a large number of respectable Chinamen have been caught, and punished, and great dissatisfaction prevails. It seems a shame for respectable people to be thus punished, for their coral buttons are merely Japanese imitations.

ANOTHER CHINESE PUNISHMENT.

Two soldiers were tried and beheaded by order of the Viceroy for stealing government money, and Cheung In Leung, quite an old man, captain of the regiment to which these thieving soldiers belonged, was also punished for lax discipline in allowing his soldiers to steal, by having his two ears cut off and nailed on the notice board outside his yamen, and by being flogged on the back with rattan along the streets. This punishment is known as *yaoying*.

CHINESE NEW WOMAN.

In China, especially in Kwang Tung, most of the females don't go to school to learn reading and writing, for fear that by-and-by when they get married the Joss might give them stupid and illiterate husbands. What they call "reform" has come now, and this fear is flouted, and quite a number of female schools have been established in Canton, and in the outlying district. Some enterprising females have actually started a magazine to be published monthly under the title of "Female Mirror." The editors are females.

CORRESPONDENCE.

THE PHILIPPINES.

TO THE EDITOR OF THE "DAILY PRESS."

Canton, 21st March.

SIR.—No one who has resided in the Philippines for any length of time, and has studied intelligently the conditions there prevail in the Archipelago, can fail to disagree with many of Mr. Alleyne Ireland's conclusions on questions affecting the Islands, and especially with his assertion that the Filipino is no better material for representative government than the Burman, Malay or the Negro.

The fact that during the period intervening between the landing of Aguinaldo at Manila and the outbreak of hostilities between the Americans and the Filipinos, a representative government had been established by the Filipino leader with the unanimous consent of his countrymen, that peace, order and good government prevailed in all the regions over which his administration exercised control, is a sufficient refutation of Mr. Ireland's contention.

The following is an extract of an article written by an American Naval Cadet, L. R. Sargent, recounting his experiences during an extended tour through Northern Luzon in the autumn of 1898. It must be remembered that at the time hostilities had not broken out between the Americans and the Filipinos, and that the Philippine Republic had been in existence for several months:—

"The military forces of the United States held control only in Manila with its environs and in Cavite and had no authority (the italics are mine) to proceed farther, while in the vast remaining districts the representatives of the only other recognized power on the field were prisoners in the hands of their despised subjects. It was the opinion at Manila during this anomalous period in our Philippine relations, and possibly in the United States as well, that such a state of affairs must breed something akin to anarchy. I can state unreservedly, however, that Mr. Wilcox and I found the existing conditions to be much at variance with this opinion . . . as a tribute to the efficiency of Aguinaldo's government and to the law-abiding character of his subjects, I offer the fact that Mr. Wilcox and I pursued our journey throughout in perfect security, and returned to Manila with only the most pleasant recollections of the quiet and orderly life which we found the natives to be leading under the new regime."

No Malay or negro people could have in the first place idealised such a system of Government. Nor would it have been able, under any conceivable circumstance, to administer it with any degree of success over an area extending

from the outskirts of Manila to the northernmost point of Luzon, and to all the adjacent islands except those inhabited by the Moros.

Mr. John Barrett says: "By the middle of October 1897, Aguinaldo had assembled at Malolos a congress of one hundred men who would compare in behaviour, manner, dress and education with the average men of the better classes of other Asiatic nations, possibly including the Japanese. These men, whose session I repeatedly attended, conducted themselves with great decorum and showed a knowledge of debate and parliamentary law that would not compare unfavourably with the Japanese Parliament."

From the foregoing extracts I think I have adduced sufficient evidence to prove that not only are the Filipinos capable of autonomy, but that they had an established government of their own, and I can bring, if necessary, further proofs to show that they administered justice, preserved order, respected property, and that the people, above all, were happy and contented with the new order of things.

Mr. Ireland apparently bases his arguments on the assumption that all races inhabiting the tropics are incapable of self-government, and that the Filipinos, being a tropical people, must come under the same category. A superficial acquaintance with the character of the native has led him into this mistake, and the "little brown brother" remains a riddle as mystifying to him as he has been to his rulers.

In one essential feature the Filipino differs from every Asiatic people excepting the Japanese. Patriotism is with him a cult—a religion. Search every nipa hut throughout the Islands; in every household you will find an image of the Virgin, and you will also find occupying a place of honour the portrait of Rizal, their murdered patriot, who symbolizes their loftiest ideals, the love of country, and the aspiration for freedom hitherto unattainable.

Co-existent with that aspiration, there is reason to believe that they possess the latent ability to utilise its realisation for the good of the country. The Government of the United States with typical magnanimity is determined to give them a "square deal" in the matter of self-government. The result nobody can foresee. Still, for the attainment of this object they have fought the Spaniards again and again, and they have taken up arms against the United States for the vindication of the same principle.

The legitimate wishes of a people who can lay down their lives on the altar of such high ideals cannot be entirely ignored. Spain made this mistake, and she forfeited the allegiance of her whilom subjects; the United States in their early relations with the Filipinos dangled the toy of independence before the dazzled eyes of their new charge, and then withdrew it. A war that lasted for years ensued, and although by sheer force the insurrection has been suppressed, the embers of rebellion are still smouldering.

Mr. Ireland naively refers to the great number of "outlaws" killed or captured by the Philippine Constabulary during recent years, although he attributes this state of lawlessness to causes far different from what I imagine them to be. You may call an "insurrecto" a "ladrone" or "outlaw". By any name he would not smell sweet, but it does not alter the fact that the people have not submitted with good grace to the new régime.

It is not my province to criticise the acts of the American Government, nor to examine the causes of the apparent failure of the United States in governing their new possessions. The root of the evil lies deeper than Mr. Ireland's lance has probed. Nor can I agree with him that the present state of affairs would be improved if America were to profit by the experience of other colonising powers, and slavishly adopt their methods. Conditions that exist in other tropical countries may be entirely different from those that obtain in the Islands, and measures that are salutary in one may not be applicable in the other. In one respect America has benefited by the experience of a colonising nation. She has avoided the fatal mistakes that cost Spain her fairest possessions, and has learned that tyranny and oppression are fruitful of disaster.

In conclusion, so far from differing from the policy of the United States in spending enormous sums upon the education of the

people, I am of opinion that it is the only policy that will qualify the Filipinos to assume the direction of their own affairs according to American standards, thus paving the way for permanent peace in those lovely but unfortunate Islands.—Yours, etc.

F. MONTALTO DE JESUS.

A QUESTION OF OWNERSHIP.

Mr. Basil Taylor (Assistant Harbour Master and Deputy Superintendent of Police) summoned the Secretary of Messrs. Punchard, Lowther and Company for using an unlicensed boat for purposes other than for pleasure. Mr. Wilkinson (of Messrs. Wilkinson and Grist) appeared for Messrs. Punchard, Lowther and Company.

Mr. Hazeland (police magistrate, to Mr. Wilkinson)—Do you plead guilty or not guilty?

Mr. Wilkinson—I do not plead. Such a person as the Secretary of Punchard, Lowther and Company does not exist. In the first place I wish to point out that the charge is not an offence under the laws of the Colony, and it seems that it does not charge any person liable under the Shipping Ordinance.

His Worship—I do not like this mode of procedure. You must plead guilty or not guilty.

Mr. Wilkinson—I appear for Messrs. Punchard, Lowther and Company, who are being constantly worried and harassed by—

His Worship—This is very irregular.

Mr. Wilkinson—Well if I say that no such person as the Secretary of Messrs. Punchard, Lowther and Company exists, the summons must be dismissed, and the matter will come before you in another form. But we are prepared to assume that the summons is against Messrs. Punchard, Lowther and Company.

His Worship—That would only be an amendment.

Mr. Wilkinson—We say that Messrs. Punchard, Lowther and Company are not liable under the Ordinance, and no one is charged with the offence. Assuming that the summons is against the partners of Messrs. Punchard, Lowther and Company it charges no one with any offence recognised by the laws of this Colony, and the partners are not persons liable under the provisions of the Ordinance to be prosecuted.

Mr. Taylor—I think the defendants will allow that there is no question about the desirability of having these boats licensed. The only point raised will be the question of ownership.

Mr. Wilkinson—I think I could get your Worship to dismiss this case in a few minutes, but I do not wish it to come before you in another form. What we want is to have done with it.

His Worship—This is very irregular. Mr. Taylor, you should put some name in the summons. You say the Secretary; are you prepared to prove that the Secretary used this boat?

Mr. Taylor—As a matter of fact, I am not responsible for this summons. It was not made out by me.

His Worship—Well some one must be responsible; you must either say you are responsible or not.

Mr. Taylor—I was under the opinion that the summons was against the firm.

Mr. Wilkinson—Put anyone to save time.

His Worship—The onus is on you Mr. Taylor to prove that Messrs. Punchard, Lowther and Company used the boat. You say the Secretary used the boat.

Mr. Taylor—I understand that there is no such person.

His Worship—Well, you appear now in the capacity of a policeman. You can apply for an amendment. I think the best thing in these cases is not to object to the firm being summoned, and then you can put forward as a witness any member of the firm.

Mr. Wilkinson—I consent to an amendment to that effect.

His Worship—If you plead not guilty the onus is on the prosecution to prove that you did use the boat without a license.

Mr. Wilkinson—I plead not guilty to any offence, but to assist my friend, who is not prepared to prove his case now, I will make admissions.

His Worship—I do not understand how you can,

Mr. Wilkinson—By arrangement with my friend.

His Worship—No arrangement with your friend concerns me.

Mr. Taylor called as a witness Mr. A. J. Williams, the general agent for Messrs. Punchard, Lowther and Company. He said:—We are in the habit of using cargo boats without licenses. These boats belong to the Lords Commissioners of the Admiralty.

Mr. Taylor—Who paid for them?

Mr. Wilkinson—I object.

Mr. Taylor—I think I have a right to put that question.

His Worship—All right, and I shall regard him as a hostile witness.

Witness—Messrs. Punchard, Lowther and Company paid for them.

Mr. Taylor—When the work is finished to whom will the lighters belong?

Witness—To Messrs. Punchard, Lowther and Company.

Mr. Taylor—Without payment to the Admiralty?

Witness—That question must not be answered till the forms of contract are wound up.

Witness continuing—Three weeks ago I saw you on behalf of Messrs. Punchard, Lowther and Company. I recollect the conversation. I complained that our junk men were molested without previous warning, and that the police were going on board the boats. I did not tell you that if warning had been given I would have taken out licenses. I swear it. I did not tell you that these cargo boats had the name of the firm painted on them.

Cross-examined—These boats were purchased especially for the work of building the Admiralty Dock. They have never been used for any purpose other than the Admiralty. The firm of Punchard, Lowther and Company do only Admiralty contracts in this Colony.

Mr. Taylor—I admit theoretically that these boats do belong to the Lords Commissioners of the Admiralty.

Mr. Wilkinson—All plant, appliances and everything used for the purposes of the Admiralty contract, under the contract, are absolute property of the Admiralty.

Cross-examined—The defendant firm were desirous that licenses should be obtained to avoid further trouble, but the Admiralty superintendent said he could not consent to the clause being altered—he had not the authority to enable the firm to become the owners of the lighters.

Mr. Wilkinson—The lighters were purchased by Messrs. Punchard, Lowther and Company, as servants of the Admiralty.

Re-examined—The firm's name is not on the lighters and never was.

His Worship, (to Mr. Taylor)—Do you deny that boats come within the word "plant" in the Admiralty contract?

Mr. Taylor—No, I admit that theoretically the boats are the property of the Admiralty.

Mr. Wilkinson—This summons charged him with "using." There is nothing in the Ordinance with reference to that. The law requires a dog to be licensed, but it is no offence to "use" a sporting dog which has not been licensed. My clients are desirous not to have any trouble with the Government. They would not be permitted by the Lords Commissioners of the Admiralty to make an application for a licence; and this rule was never intended to apply to any department of the Imperial Government. My friend is quite right to desire to have this matter threshed out. The only vessels exempt by the Ordinance are H.M. ships of war, and the ships of war of friendly nations, but the question is whether the rule was ever intended to apply to such craft. The regulation requires boats to go to certain anchorages, and these boats could not possibly do that. Army Ordinance boats are not licensed, nor are the boats used for taking coal to war ships. The Harbour Master, under the regulations, has ample control over these boats without them being licensed. We most certainly have not committed any offence, and if we have we are absolutely powerless.

In conclusion His Worship said:—I will look through the Ordinance and see if the defendants have committed any offence. I adjourn the summons sine die.

COMMERCIAL.

SILK.

Canton, 25th February, 1905. Long-reels.—The demand from Europe has been recurring, and about 1,000 bales have been booked chiefly in fine and medium sizes; the coarse ones rather neglected and comparatively cheap. The tendency of the market is weak for ready cargo, but firm for forward deliveries. From sales made we quote: Fil. Wing Cheong Sing 11/13 at \$945, Min Sie Lun 11/13 and Cheong Hing 11/13 at \$865, King Wo Cheong 13/15 at \$810, Hing Lun 13/15, 14/18 at \$720. Short-reels.—Are in better enquiry for America. \$840 have been paid for Hau King Lun 14/16 and 820 for Quang Wo Hing 14/16. Re-reels have also had a share on the basis of \$690 for No. 1, 2 and 3, (Yee Wo Hing White Ticket). Waste Silk.—Scarcely anything doing owing to the firmness of country holders. Stock.—Raw Silk: 2,000 bales.

SUGAR.

HONGKONG, 24th March.—There are no arrivals and the prices are going upward.

Shekloong, No. 1, White.....	\$9.15 to \$9.20	pol.
Do. " 2, White.....	7.95 to 8.00	"
Do. " 1, Brown.....	6.80 to 6.85	"
Do. " 2, Brown.....	6.55 to 6.00	"
Swatow, No. 1, White.....	8.60 to 8.65	"
Do. " 2, White.....	7.70 to 7.75	"
Do. " 1, Brown.....	6.80 to 6.85	"
Do. " 2, Brown.....	6.50 to 6.55	"
Foochow Sugar Candy.....	18.20 to 18.25	"
Shekloong ".....	12.40 to 12.45	"

RICE.

HONGKONG, 24th March.—The prices are advancing a little, holders being firm.

Saigon, Ordinary.....	\$2.05 to \$2.10
" Round, good quality.....	3.70 to 3.75
" Long.....	3.85 to 3.90
Siam, Field mill cleaned, No. 2.....	2.65 to 2.70
" Garden, " No. 1.....	2.90 to 2.95
" White, ".....	4.00 to 4.05
" Fine Cargo.....	4.20 to 4.25

OPIUM.

HONGKONG 23rd March, 1905.—We beg to continue our advices of the 9th inst., since when the movements in our various Opium markets have been as follows:—

Malwa, Patna, Benares, Persian.				
Stocks as per circular of 9th March, 1905.....	1,531	3,267	1,330	2,224
Mar. 11th Imports per Nubia ..	235	50	50	102
Mar. 15th " " Suwang ..	—	210	155	—
Mar. 20th " " Kumsang ..	—	465	106	—
	1,796	3,992	1,641	2,326
Less Exports to Shanghai ..	107	414	162	—
Less Exports to East and West Coast Ports including Local Consumption for the fortnight.....	105	579	194	114

Estimated Stocks this day .. 1,584 2,999 1,283 2,212

Bengal.—A brisk demand to the extent of about 500 arose last week as Chinese stocks had run down to under 1,000 chests and prices had declined considerably but having supplied their wants the market again became dull. We quote Patna at \$1,180 and Benares at \$1,065.

Malwa.—There has been more doing and the market is steady at the following quotations:—

New	\$1,120
2 years old	\$1,160
3 " "	\$1,180
4/5 " "	\$1,250
Oldest	\$1,350

Persian.—Market is steady at last quotations.

24th March.		
Quotations are:— Allow'ce net. tol. catty.		
Malwa New	\$1120	to — per picul.
Malwa Old	\$1160	to — do.
Malwa Older	\$1250	to — do.
Malwa V. Old.....	\$1330	to — do.
Persian fine quality	\$900	to — do.
Persian extra fine.....	\$930	to — do.
Patna New	\$1180	to — per chest.
Patna Old	\$ —	to — do.
Benares New	\$1065	to — do.
Benares Old	\$ —	to — do.

COAL.

Messrs. Hughes and Hough, in their Coal Report of to-day's date, state that 15 steamers are expected at Hongkong with a total of 51,800 tons of Japan coal and 11,900 tons of Cardiff. Since 12th March 24,750 tons of Japan coal and 55,000 tons of Cardiff coal have arrived. The market is quiet. Quotations:—

Cardiff.....	\$18.00 ex-ship.
Australian	\$11.00 ex-ship.
Yabari Lump.....	\$12.00 ex-ship, nominal
Miki Lump	\$10.00 ex-ship, nominal
Moji Lump.....	\$6.50 to 9.50 ex-ship, steady

COTTON.

HONGKONG, 24th March.—Superior qualities in request, others more or less neglected. Stock about 6,000 bales.

Bombay.....	\$19.00 to 21.00 per picul.
Bengal(New), Rangoon } ..	21.50 to 23.50
and Dacca	"
Shanghai and Japanese, ..	25.00 to 26.50
Tungchow and Ningpo, ..	25.00 to 26.50

Reported sales 500 bales.

YARN.

Mr. Eduljee in his Report, dated Hongkong 24th March, says:—A slightly improved demand has been experienced during the past fortnight, the chief feature being the increased enquiry for No. 16s, but nearly all counts are dealt in. No improvement, however, is noticeable in values which still continue to rule unsteady and irregular. Latest advices from the country point to an early resumption of demand, but the prevailing tightness of money amongst the natives, the condition of the Bombay market, and the prospects of very heavy supplies of cheaper-cost goods, preclude the possibility of any improvement taking place in the near future. The market closes quiet with a tendency to lower prices.

Local Manufacture:—Continues quiet and nothing doing.

Japanese Yarn:—Sales of 100 bales No. 20s at \$128 to \$130 are reported.

Raw Cotton.—The market has continued lifeless particularly in Indian descriptions, and notwithstanding a heavy drop in rates there is a continued absence of demand from the country. Meanwhile receipts are pouring in and going into godowns, the present unsold stock being estimated at close upon 8,000 bales. The only business of the interval is the sale of a small parcel of 75 bales superfine Bengal at \$22. In Chinese Cotton 200 bales Thoongchow are reported to have changed hands at \$25 to \$27, leaving a stock of 500 bales on the market. Quotations are \$19 to \$23 for Bengal and \$22 to \$26 for China.

Exchange on India has fluctuated slightly and closes to-day at Rs. 139 for T/T and Rs. 139½ for post. On Shanghai 71½ and on Yokohama 91½.

The undernoted business in imported and local spinnings is reported from Shanghai during the three weeks ended the 17th instant, viz:—

Indian:—Only a small business has been done in these spinnings, and at lower prices, total sales aggregating 4,749 bales, with an estimated unsold stock of 50,000 bales.

Japanese:—Business restricted by shortness of supply, sales amounting to 3,000 bales on the basis of Tls. 91 to 109 for No. 16s and Tls. 99 to 105 for No. 20s, market closing strong.

Local:—The market is reported slightly weaker with a small sale of 1,000 bales No. 20s at Tls. 93

PIECE GOODS.

Messrs. Noel, Murray & Co., in their Report on the Shanghai Piece Goods Trade, dated Shanghai, 9th March, 1905, states:—The momentous news in the morning that the Japanese have occupied Moukden, and the Russian Army is in full retreat northwards, has been received with general satisfaction. It without doubt marks the beginning of the end of the hostilities, though the Japanese, now having them on the run, are not likely to stop until the Amur on the North and Lake Balkal on the West are reached, and these in future should constitute the boundaries. From the action of the Northern merchants, who had called a temporary halt in the shipment of goods from here, it was evidently deemed advisable to wait till this unprecedented and appalling struggle was decided. Consequently the demand for ready cargo has been much quieter, though shipments of former purchases have gone on vigorously, the Northern steamers carrying full cargoes of Piece Goods and Yarn. There is, however, a large quantity lying at Chin-wang-tao that was intended for Newchwang, the forwarding of which was delayed pending developments, as mentioned above. That Port is not expected to be open before the spring tides after the 25th inst. This has not interfered with forward business, however, and some of the older established firms declare they have had a record week! In one way it is certainly unprecedented, for the transactions are actually for the opening of next season, the bulk being for December/March shipment. For the goods of some markets it has even been necessary to place orders as far ahead as September next year! Naturally this is only practicable with firms who have old established chops, or trade marks, and goes to show the great importance there is in having them protected. The business done has embraced all descriptions of the standard Grey and White goods Manchester produces for this market, though some of the heavier makes of the former have been obtainable

a little earlier than the generality. Although China only demands a comparatively small percentage of that market's attention it has evidently given a stronger tone to the whole, and manufacturers must be congratulated in, at last, getting a satisfactory return for their investments. There have been some fluctuations in the Liverpool Cotton market, where Mid American was quoted 4.10d. at the close of last week, but has since gone up to 4.19d. This may have been caused by the reported fire at New Orleans. The price of Egyptain is unchanged at 7d. The New York market is strong, but makers are so well engaged there is very little offering, and the dealers here are not so inclined to buy these goods any distance ahead as they are with Manchester makes. We understand a few standard Drills have been bought for this market at full rates for shipment about the end of the year. The Yarn market is fairly steady but there is not much doing. Cotton is a shade easier.

MISCELLANEOUS EXPORTS.

HANKOW, March 15th, 1905:—The prices quoted are for the net shipping weight excluding cost of packing for export:—

	Per picul.
Cowhides, Best Selected	Tls. 86.00
Do. Seconds	82.00
Buffalo hides, Best Selected	18.50
Goatskins, Untanned, chiefly white color ..	55.00
Buffalo Horns, average 3-lbs. each	8.50
White China Grass, Wuchang and/or Poochi.....	11.40
White China Grass, Sinshan and/or Chayu	10.25
Green China Grass, Szechuen	—
Jute	—
White Vegetable Tallow, Kinchow.....	9.80
White Vegetable Tallow, Pingchow and/or Macheng	9.50
White Vegetable Tallow, Mongyu	8.00
Green Vegetable Tallow, Kiyu.....	11.50
Animal Tallow	9.50
Gallnuts, Usual shape.....	17.70
Do. Plum do.	18.50
Tobacco, Tingchow..... (nominal) Tls.	—
Do. Wongkong	—
Black Bristles	(nom.)
Feathers, Grey and/or White Duck ..	21.00
" " Wild Duck	25.00
Farmeric	8.00
Sesamum Seed	4.80
Sesamum Seed Oil	7.90
Vegetable Tallow Seed Oil	8.00
Wood Oil	8.00
Tea Oil	9.00

Per steamer *Patroclus*, sailed on 15th March For Marseilles:—100 bales waste silk, 20 cases essential oil, 15 cases camphor, 15 bales human hair, 9 cases human hair. For Liverpool:—284 bales waste silk, 1772 bags copper matte, 10 packages effects, etc. For Buenos Ayres:—500 packages tea.

Per steamer *Stentor*, sailed on 15th March. For Port Said:—50 cases cassia. For Constantinople:—100 cases cassia, 13 packages sundries. For Alexandretta:—48 cases cassia. For Malta:—35 cases milk. For Rotterdam:—28 rolls matting. For Amsterdam or Rotterdam:—10 cases ginger, 10 cases soy. For London:—218 cases Chinaware, 5 cases bambooware, 11 cases shell, 20 cases essential oil, 225 cases soy, 42 cases private effects, &c. 16 cases lids, 150 cases ginger, 20 cases vermilion, 152 bales feathers, 1,180 rolls matting, 250 cases ginger. For London or Glasgow:—200 cases ginger, 50 cases ginger. For London or Continent:—67 bales feathers, 340 bales canes. For Glasgow:—8 packages sundries. For Hamburg:—70 bales feathers, 3 cases shells, 4 cases human hair. For Antwerp:—50 cases gallnuts. For Antwerp or Hamburg:—234 bales feathers, 60 bales canes.

Per steamer *Princess Alice*, sailed on 16th March. For Suez:—50 cases cassia, 5 cases furniture, 1 case silk. For Aden:—750 bags sugar, 10 packages cassia. For Smyrna:—10 cases essential oil. For Odessa:—18 cases bristles. For Genoa:—500 cases cassia, 100 bales waste silk, 70 bales raw silk. For Antwerp or Hamburg:—18 bales feathers. For Amsterdam:—12 cases tea sticks, 10 rolls matting, 3 cases blackwoodware. For Rotterdam:—91 bales canes, 7 cases blackwoodware. For Bremen:—7 cases blackwoodware. For Bremen or Hamburg:—58 bales feathers. For Hamburg:—42 bales feathers, 30 cases essential oil, 15 cases paper, 10 cases bristles, 10 cases blackwoodware, 5 cases human hair, 5 cases ginger.

EXCHANGE.

FRIDAY, 24th March.

ON LONDON.—	
Telegraphic Transfer	1/10 1/2
Bank Bills, on demand	1/10 1/2
Bank Bills, at 30 days' sight	1/10 1/2
Bank Bills, at 4 months' sight	1/10 1/2
Credits, at 4 months' sight	1/10 1/2
Documentary Bills, 4 months' sight	1/10 1/2
ON PARIS.—Bank Bills, on demand	
Credits 4 months' sight	235
ON GERMANY.—On demand	
ON NEW YORK.—Bank Bills, on demand	45 1/2
Credits, 60 days' sight	46 1/2
ON BOMBAY.—Telegraphic Transfer	
Bank, on demand	139 1/2
ON CALCUTTA.—Telegraphic Transfer	
Bank, on demand	138 1/2
ON HANGHAI.—Bank, at sight	
Private, 30 days' sight	71 1/2
ON YOKOHAMA.—On demand	
ON MANILA.—On demand	91 1/2
ON SINGAPORE.—On demand	
ON BATAVIA.—On demand	112 1/2
ON HAIPHONG.—On demand	
ON SAIGON.—On demand	61 p.m.
ON BANGKOK.—On demand	
SEVEREIGNS, Bank's Buying Rate	\$10.65
GOLD LEAF, 1/10 fine, per tael	\$55.80
BAR SILVER, per oz.	2 1/2

SHAKE REPORTS.

HONGKONG, 24th March, 1905.—Our market has continued active throughout the past week, and a good general business has been transacted. The chief feature has been a further improvement in China Sugars which continue in demand.

BANKS.—Hongkong and Shanghai have been booked at \$755 and \$750 closing quiet but steady at the latter rate. London is slightly lower at £76. 10s. 0d. Nationals have sold, and are still in request, at \$36.

MARINE INSURANCES.—Unions have been booked at \$695, and more shares are procurable. China Traders are offering at \$58 1/2, and North Chinas at Tls. 95. Yangtzes and Cantons are unchanged and without business.

FIRE INSURANCES.—Hongkongs have been booked at \$310 and Chinas at \$86, the latter closing with further sellers.

SHIPPING.—Hongkong, Canton and Macao are unchanged at \$26 1/2 sellers. Indo-Chinas have been booked at \$124 and \$123, and close with sellers at the latter rate. China and Manilas have been fixed at \$21 1/2. Douglases are wanted at \$34. Shell Transports are easier with sellers at 21/- Star Ferries unchanged.

REFINERIES.—China Sugars have steadily improved from \$230 to \$239 cash and for settlement account, with sales at intermediate rates, and close with buyers at \$224 ex the final dividend of \$15 per share for 1904 paid to-day. Luzons have been booked at \$15 1/2 and \$26, and more shares are wanted at the higher rate.

MINING.—Raubs are weak with sellers at \$4. Charbonnages unchanged.

DOCKS, WHARVES, AND GODOWNS.—Hongkong and Whampoa Docks have sold at \$206 and \$205, closing with buyers at the latter rate. Hongkong and Kowloon Wharves have advanced to \$107 with sales and further buyers. Farnhams have been booked locally at Tls. 144 and Tls. 145, and are now enquired for at Tls. 146. Hongkew Wharves have improved to Tls. 157 1/2 and Tls. 144 1/2 for the old and new issues respectively.

LANDS, HOTELS, AND BUILDINGS.—Hongkong Lands are firmer with buyers at \$17 1/2. Kowloon Lands continue in request at \$39. West Points are procurable at \$55 1/2. Hongkong Hotels are firmer and can now be placed at \$145. Humphreys' Estates have sold at \$11.90 and \$12 and are in further request. Shanghai Lands are easier in the north with sellers at Tls. 114.

COTTON MILLS.—Ewos have advanced to Tls. 35 after sales at Tls. 33. Hongkongs have been fixed at \$15 1/2 and \$16 closing with probable buyers at the latter rate.

MISCELLANEOUS.—Dairy Farms are firmer with buyers at \$124. Green Island Cements have improved to \$39 cum new issue with buyers. South China Morning Posts have been booked at \$23 and Watsons at \$12 1/2 and \$12 for the old and new issues respectively. Electrics are wanted at \$16 (old) and \$10 (new).

MEMOS.—China and Manila Steamship Co., Ltd., ordinary yearly meeting on the 25th inst. Geo. Fenwick & Co., Ltd., extraordinary general meeting on the 31st instant. Campbell, Moore & Co., Ltd., ordinary yearly meeting on the 31st instant. Hongkong Hotel Co., Ltd., ordinary half-yearly meeting on the 28th inst. Watkins Ltd., ordinary yearly meeting on the 31st instant, transfer books close to-day until the 31st instant inclusive.

Closing quotations are as follows:

COMPANY.	PAID UP.	QUOTATIONS.
Alhambra	\$200	\$100
Banks—		
Hongkong & S'hai.	\$125	\$750
National B. of China	27	\$36, buyers
Bell's Asbestos E. A.	12a. 6d.	\$5 1/2
China-Borneo Co.	\$12	\$14 1/2, sellers
China Light & P. Co.	\$10	\$9, sales
China Provident	\$10	\$8 1/2, sellers
Cotton Mills—		
Ewo.	Tls. 50	Tls. 35, buyers
Hongkong	\$10	\$16
International	Tls. 75	Tls. 25
Laou Kung Mow	Tls. 100	Tls. 30, sales
Soychee	Tls. 500	Tls. 150, sellers
Dairy Farm	\$6	\$12 1/2, buyers
Docks & Wharves—		
Farnham, B. & Co.	Tls. 100	Tls. 146, buyers
H. & K. Wharf & G.	\$50	\$107, buyers
H. & W. Dock	\$50	\$205, buyers
New Amoy Dock	\$6 1/2	\$27, sellers
S'hai & H. Wharf	Tls. 100	Tls. 157 1/2
Fenwick & Co., Geo.	Tls. 100	Tls. 154 1/2
Green Island Cement	\$25	\$36, sellers
Hongkong & C. Gas	\$10	\$30, buyers
Hongkong Electric	\$10	\$160, buyers
Do. New	\$5	\$16, buyers
H. H. L. Tramways	\$100	\$210, buyers
Hongkong Hotel Co.	\$50	\$144, buyers
Hongkong Ice Co.	\$25	\$242, sellers
Hongkong Rope Co.	\$50	\$155
H'kong S. Waterboat	\$10	\$18 1/2, sales
Insurance—		
Canton	\$50	\$285
China Fire	\$20	\$86, sellers
China Traders	\$25	\$58 1/2, sales
Hongkong Fire	\$50	\$315, sellers
North China	\$25	Tls. 95, sellers
Union	\$100	\$695, sellers
Yangtze	\$60	\$160
Land and Buildings—		
H'kong Land Invest.	\$100	\$127 1/2, buyers
Humphreys' Estate	\$10	\$12, buyers
Do. New	\$10	\$39, buyers
Kowloon Land & B.	\$30	Tls. 114, sellers
Shanghai Land	Tls. 50	\$55 1/2
West Point Building	\$50	
Mining—		
Charbonnages	Fcs. 250	\$490
Raubs	18/10	\$4, sellers
Philippine Co.	\$10	\$9 1/2, sellers
Refineries—		
China Sugar	\$100	\$224, ex div.
Luzon Sugar	\$100	\$26, buyers
Steamship Companies		
China and Manila	\$25	\$21 1/2, sales
Douglas Steamship	\$50	\$34, buyers
H., Canton & M.	\$15	\$26 1/2, sellers
Indo-China S.N. Co.	\$10	\$123, sellers
Shell Transport Co.	\$1	\$21 1/2, sellers
Do. Preference	\$10	\$28, 10s
Star Ferry	\$10	\$37 1/2, sellers
Do. New	\$5	\$29, sellers
Shanghai & H. Dyeing	\$50	\$50
South China M. Post.	\$25	\$23, sales
Steam Laundry Co.	\$5	\$7, buyers
Do. New	\$3	\$4 1/2, buyers
Stores & Dispensaries.		
Campbell, M. & Co.	\$10	\$39, sellers
Powell & Co., Wm.	\$10	\$12 1/2, sellers
Watkins	\$10	\$8 1/2, sellers
Watson & Co., A. S.	\$10	\$12 1/2, sales & buy.
United Asbestos	\$4	\$9 1/2
Do. Founders	\$10	\$180

VERNON & SMYTH, Brokers.

Messrs. J. P. Bisset and Co.'s Share Report for the week ending March 18th, 1905, states:—Business during the week has been fairly active, a good deal of the business reported being covering orders for March. The principal feature has been the improvement in Shanghai and Hongkew

Wharf Cos., due to the declaration of the proposed dividend, particulars of which are given below. The T.T. rate on London to-day is 2/7 1/2. Banks. Hongkong and Shanghai Bank—no business reported locally. There are buyers in Hongkong at \$740. The London quotation is 277.10. Marine and Fire Insurance.—Unions have been placed locally at \$695. China Traders at \$58 1/2 and \$58. Shipping.—Indo-Chinas have had steady buyers during the week, but few shares are offering. The market opened at Tls. 87 and 87 1/2 for March, with sales for July at Tls. 90 and 90 1/2. Sales were reported for March yesterday at 88 and June 90. At closing there are buyers at 90 for March. Shanghai Tug and Lighters, Ordinary shares, have been placed at Tls. 53 and Prof. at Tls. 49. Sugars.—The only business reported is a sale of Peraks at Tls. 52 1/2. Mining.—Chinese Engineering and Mining Co. Shares have been placed at Tls. 7 1/2, and Weihaiwei Golds at \$8. Docks and Wharves.—S. C. Farnham, Boyds. The market has remained fairly steady during the week, opening at Tls. 141-2 for March; the market rose to Tls. 145 with sales for April at Tls. 144 and 146; July Tls. 150, 151, 152 and 153. The market closes with sales for March at Tls. 141, forward rates being maintained. Shanghai and Hongkew Wharf Co. The news that directors proposed to pay a final dividend of Tls. 6 on the old and Tls. 3 on new for the year ending 31st December caused enquires for these, resulting in business at Tls. 175 for March and April, and sales for cash at Tls. 177 1/2, 180 and 182 1/2, all c.n.i. June shares were placed at 182 1/2 and yesterday shares for that date were placed at 190. Old shares ex new were placed yesterday at Tls. 151 1/2 and new at Tls. 148 1/2 for cash. The market closes strong and we look for higher rates. Lands.—Shanghai Lands. No business reported in stocks under this heading. Industrial.—In Cotton stocks business is reported in sales of Ewos at Tls. 29 and International Cottons at Tls. 25 1/2. Laou-kung mows at Tls. 30. Gas shares have been placed at Tls. 112 ex dividend. China Flours.—Offers are wanted for shares. Langkats.—We have to record a rise in quotations in these. The market opened with sales at Tls. 260 for March, Tls. 263 April; Tls. 270 and 265 June. On the 11th sales for March at Tls. 255 and April Tls. 257 1/2. On the 13th a quotation was reported of Tls. 252 1/2 for March, and on the same day sales for that date were reported at Tls. 255 and 257 1/2, and June Tls. 267 and 265. On the 14th March shares were placed at Tls. 257 1/2, 259 and 260. On the 15th Tls. 260 for March, Tls. 267 1/2 May, 270 June, Sumatras.—No business reported. Stores and Hotels.—No business reported. Miscellaneous.—Telephones remain at Tls. 68. Loans and Debentures.—Municipal 6 per cent. debts have been placed at par, and Astor House 5 per cent. debts at Tls. 102 1/2.

TONNAGE.

HONGKONG, 24th March.—There has been more demand for tonnage during the past fortnight. From Saigon to Hongkong, 14 cents nominal; to Philippines, 34 to 36 cents per picul according to size; to Japan, 30 cents per picul. Java to Hongkong, 30 cents per picul wet sugar. Coal freights are weak. From Karatsu to Hongkong, \$1.40; to Swatow, \$1.75 per ton. Several steamers have been fixed on time charter at good rates.

The following are the settlements:—

Derwent—British steamer, 1,309 tons, two ports north coast Java to Hongkong, 30 cents per picul. Nubia—German steamer, 2,234 tons, Moji to Swatow (part cargo), \$1.75 per ton. Fido—Norwegian steamer, 890 tons, Hongkong to Kobe, \$3,000 in full. Macquarie—British steamer, 2,073 tons, Saigon to Kobe, 30 cents per picul. Shantung—British steamer, 1,835 tons, Saigon to Yokohama, 30 cents per picul. M. Struve—German steamer, 968 tons, Saigon to Manila, 30 cents per picul. Opland—Norwegian steamer, 844 tons, Saigon to Cebu (25,000 piculs), 36 cents per picul. Pronto—Norwegian steamer, 837 tons, Saigon to one port Philippines, 33 cents per picul. Taishan—British steamer, 1,122 tons, Saigon to one port Philippines (30,000 piculs), 34 cents per picul. Spir—Norwegian steamer, 865 tons, Saigon to Hongkong, 15 cents per picul. Tetartos—German steamer, 1,578 tons, Saigon to Hongkong, 15 cents per picul. Laertes—British steamer, 1,514 tons, Saigon to Hongkong, 16 cents per picul. Bourbon—French steamer, 907 tons, Saigon to Hongkong, 16 cents per picul. Clara Jensen—German steamer, 1,103 tons, monthly, 6 months, at \$3.00 per month. Apenrade—German steamer, 610 tons, monthly, 6 months, private terms. Hilary—German steamer, 1,276 tons, monthly, 6 months, private terms.

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

March—

ARRIVALS.

- 19, Amberton, British str., from Barry.
 19, Chiyuen, Chinese str., from Shanghai.
 19, Esang, British str., from Tientsin.
 19, Iphigenia, British cruiser, from Amoy.
 19, Needles, British str., from Moji.
 19, Rhenania, German str., from Shanghai.
 19, Slavonia, German str., from Hamburg.
 20, Benvenue, British str., from London.
 20, Dr. H. J. Kiaer, Norw. str., from Haiphong.
 20, Egremont Castle, British str., from Moji.
 20, Hangsang, British str., from Shanghai.
 20, Kumsang, British str., from Calcutta.
 20, Loongsang, British str., from Manila.
 20, Normand Isles, Norw. str., from Penarth.
 20, Oceanien, French str., from Shanghai.
 20, Oscar II., Norwegian str., from K'otsu.
 20, Rabi, British str., from Manila.
 20, Telemachus, British str., from Saigon.
 20, Tonkin, French str., from Marseilles.
 21, Bainbridge, U.S. torpedo, from Manila.
 21, Barry, U.S. torpedo, from Manila.
 21, Chauncey, U.S. torpedo, from Manila.
 21, Cilurum, British str., from Barry.
 21, Dale, U.S. torpedo, from Manila.
 21, Decatur, U.S. torpedo, from Manila.
 21, Fenay Lodge, British str., from Barry.
 21, General Alava, U.S. trapt., from Manila.
 21, Kamor, Norwegian str., from Amoy.
 21, Kansu, British str., from Tientsin.
 21, Kwanglee, Chinese str., from Canton.
 21, Maebow, German str., from Bangkok.
 21, Nanshan, U.S. collier, from Manila.
 21, Ningpo, British str., from Chinkiang.
 21, Oregon, U.S. cruiser, from Manila.
 21, Patchaburi, German str., from Bangkok.
 21, Quarta, German str., from Karatsu.
 21, Wisconsin, U.S. flagship, from Manila.
 22, Decima, German str., from Anping.
 22, Frithjof, Norwegian str., from Tamsui.
 22, S. P. Hitcock, Amr. ship, from N. York.
 22, Trieste, Austrian str., from Trieste.
 23, Glenfalloch, British str., from Straits.
 23, Halmun, British str., from Swatow.
 23, Lydia, German str., from Canton.
 23, Malta, British str., from Shanghai.
 23, Progress, German str., from Haiphong.
 23, Woosung, British str., from Shanghai.
- DEPARTURES.
- 20, Chiyuen, Chinese str., for Canton.
 20, Choyang, British str., for Shanghai.
 20, Hangchow, British str., for Shanghai.
 20, Hinsang, British str., for Yokohama.
 20, Hongbee, British str., for Amoy.
 20, Hue, French str., for Kwangchauwan.
 20, Kwanglee, Chinese str., for Shanghai.
 20, Pleiades, American str., for Manila.
 20, Riber, British str., for Sasebo.
 20, St. Louise, French ship, for Saigon.
 20, Wongkoi, German str., for Bangkok.
 21, Amphitrite, British cruiser, for home.
 21, Andromeda, British cruiser, for Mrs Bay.
 21, Carl Diederichsen, Ger. str., for Hoihow.
 21, Centurion, British battleship, for Mrs Bay.
 21, Dageid, Norwegian str., for Kobe.
 21, Fenay Lodge, British str., for Sasebo.
 21, Germania, German str., for Tourane.
 21, Halmun, British str., for Swatow.
 21, Hangsang, British str., for Canton.
 21, Hellas, German str., for Shanghai.
 21, J. Diederichsen, German str., for Hoihow.
 21, Normand Isles, Norw. str., for Nagasaki.
 21, Ocean, British battleship, for Mrs Bay.
 21, Oceanien, French str., for Europe.
 21, Phranang, German str., for Bangkok.
 21, Rhenania, German str., for Hamburg.
 21, Slavonia, German str., for Shanghai.
 21, Tean, British str., for Manila.
 21, Tonkin, French str., for Shanghai.
 22, Belgian King, British str., for Kobe.
 22, Beira, British str., for Yokohama.
 22, Callao, U.S. gunboat, for practice.
 22, Cilurum, British str., for Shanghai.
 22, Esang, British str., for Canton.
 22, Kansu, British str., for Canton.
 22, Kwanglee, Chinese str., for Shanghai.
 22, Minnesota, American str., for Shanghai.
 22, Ningpo, British str., for Canton.
 22, Signal, German str., for Swatow.
 23, Chingtu, British str., for Kobe.
 23, Dr. H. J. Kiaer, Norw. str., for Haiphong.
 23, Emma Luyken, German str., for Amoy.
 23, Hugin, Norwegian str., for Kobe.

- 23, Onsang, British str., for Hongay.
 23, Opland, Norwegian str., for Saigon.
 23, Paklat, German str., for Swatow.
 23, Sulsang, British str., for Calcutta.
 23, Zaida, British str., for Amoy.

PASSENGER LIST.

ARRIVED.

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Per Loongsang, from Manila, Messrs. A. Schnell and F. A. Hollabaugh.

Per Hangsang, from Shanghai, &c., Messrs. Martin and Fries.

Per Esang, from Tientsin &c., Mr. Slavers.

Per Kumsang, from Calcutta, &c., Mr. and Mrs. Hirst, Miss Livermore, Miss Loper, Messrs. Lazarus and Cook.

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Per Woosung, from Shanghai, &c., Messrs. Walters and James.

Per Malta, from Shanghai for Hongkong, Lieut. Col. Ducat, Messrs. A. C. Dias, H. H. Read, Joojima, Groves, Windhurst, F. Charlton, and Bastien; for Bombay, Mr. Shalla-d's syce; for Port Said, Mr. L. Schorstein, Col. and Mrs. Alexandroff, Capt. Pakarsky, Dr. Kishakowsky, and Dr. Arnhold; for Marseilles, Misses Drow and Cousens, Mrs. E. Page, Miss Page, Messrs. S. R. James and D. Mikhayoff; for London, Miss Spurling and 2 children, Misses C. Bonnell and Harobett, Messrs. J. Henderson and H. Cockburn, C.B., Mrs. Cockburn and child, Mrs. Groves and child, Mr. C. Crane, Mr. and Mrs. F. B. Pratt, Messrs. Congreave, C. E. Tozer, and Cronin; from Yokohama for London, Mr. and Mrs. T. S. Baker.

DEPARTED.

Per Tonkin, for Shanghai, Mr. and Mrs. Illies, Dr. J. W. Behn, Messrs. E. W. Arnold, M. Stempel, V. F. Deacon, Mr. and Mrs. Portes, Miss Portes, Mr. and Mrs. R. Carneiro, Miss Carneiro, Felicio Carneiro, Queen Luta, Heyerdall, F. Stuski, Schuppach, Messrs. J. P. Esteva, N. Lazarus, C. R. Bissell, Mrs. Bridou, Messrs. K. Nagai, Porter, Mr. and Mrs. R. Pereira, Mr. E. J. Siquiera, Miss S. ranges, Messrs. Oscar Speeler, A. Chopard, Khenz, Christian, and F. Schall; for Yokohama, Mr. Albert Schnell.

Per Oceanien, for Saigon, Messrs. Gazignol, Maruiller, H. Dongu, and Miss J. Quint; for Singapore, Mr. H. Hewett; for Colombo, Mr. Weber; for Marseilles, Messrs. R. Pau, Jamies, L. Gauthier, and Billon.

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